

Albert H. Wohlers & Co.

Insurance

BROKERS • CONSULTANTS • ADMINISTRATORS

Serving clients in 50 States, Canada, Central America, Europe and the Far East

DECEMBER 11, 1987

MILWAUKEE RADIO AMATEURS
H CHARLES RAETEL
N 50 W16328 PIN OAK CRT
MENOMONEE FALLS , WI 53051

RE: 520-0010972875
CLUB LIABILITY INSURANCE PLAN
AMERICAN RADIO RELAY LEAGUE

DEAR MILWAUKEE RADIO AMATEURS:

THANK YOU FOR YOUR PAYMENT ON THIS POLICY.

YOUR PREMIUM PAYMENT IN THE AMOUNT OF \$284.00 WAS
RECEIVED ON 11/25/87. YOUR POLICY IS NOW PAID UP
TO 12/31/88.

THIS LETTER IS YOUR RECEIPT.

IF WE CAN BE OF ANY FURTHER ASSISTANCE, PLEASE DO NOT HESITATE TO
LET US KNOW.

SINCERELY,



ACCOUNTING DEPARTMENT

1500 Higgins Road • Park Ridge, Illinois 60068
1-(800)-323-2106 Toll Free
1-(312)-698-2221 Illinois Residents



Albert H. Wohlers & Co.

Insurance

BROKERS • CONSULTANTS • ADMINISTRATORS

Serving clients in 50 States, Canada, Central America, Europe and the Far East

October 27, 1988

The Milwaukee Radio Amateurs Club, Inc.
C/O Ed Seruga
3840 South 43rd. Street #21
Milwaukee, WI 53220

Re: The Milwaukee Radio Amateurs Club, Inc.

Dear Mr. Seruga:

Thank you for your letter regarding the change of the contact person and address for your Club.

Please accept our sympathy upon the death of Mr. H. Charles Kaetel.

Enclosed is an endorsement amending the name and address; the renewal policy will be in the mail within 2 weeks.

Sincerely,

Linda Kolbus

Linda Kolbus
Property & Casualty Department

*MARY ELLEN
PRIMEAU*

lk/enclosure



ACKNOWLEDGEMENT OF POLICY CHANGE

Important — Keep With Your Policy

CIGNA

NAME & ADDRESS OF INSURED The Milwaukee Radio Amateurs Club		POLICY PERIOD FROM 12/31/88 TO 12/31/89	ENDORSEMENT NO.
C/O H. Charles Kaetel		POLICY # 10972875	EFF. DATE OF END'T. 10/17/88
N. 50 W16328 Pin Oak Crt.		ISSUING COMPANY INA	
Menomonee Falls, WI 53051		PRODUCER Albert H. Wohlers & Co.	

As Requested We Have Amended Our Records Concerning the Above Policies as Follows: ☐ Added ☐ Deleted ☐ Other

Please amend address and contact person to read:

The Milwaukee Radio Amateurs Club, Inc.

C/O Ed Seruga, Secretary

3840 South 43rd. Street #21

Milwaukee, WI 53220

To Add or Delete Vehicles Under Automobile Coverage Use Section Below:

CAR NO.	ADD	DELETE	YEAR - TRADE NAME - MODEL - BODY TYPE - (VEHICLE I.D. NO.)	VIN	ORIGINAL NEW COST	TERR. CODE

CAR NO.	CLASSIFICATION							CODE	LOSS PAYEE (NAME & ADDRESS) SEE OVER
	Radius of Operation L, I, LD or Z	Business Use S = Service R = Retail C = Commercial	Size GVW, GCW or Vehicle Seating Capacity	Symbol	Age Group	Primary Rating Factor	Secondary Rating Factor		

"X" INDICATES COVERAGE

VEH. NO.	BOD. INJ.	PROP. DAM.	LIAB. CSL.	MED. PAY.	COMPREHENSIVE DEDUCTIBLE	COLLISION DEDUCTIBLE	FIRE	THEFT	WIND	SPEC. PER	TOW. ING.	UNINS. MOTR.	OTHER

AUTHORIZED REPRESENTATIVE

- ☐ No Premium Adjustment
☐ Premium Adjustment Subject to Audit

Albert H. Wohlers



This endorsement changes the policy. Please read it carefully.

LOSS PAYABLE CLAUSE

CA 99 19
(ed. 01 78)

- A. **We** will pay **you** and the loss payee named in the policy for loss to a covered **auto**, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the **loss** results from fraudulent acts or omissions on **your** part.
- C. **We** may cancel the policy as allowed by cancelling this policy during the policy period. Cancellation ends this agreement as to the loss payee's interest. If **we** cancel the policy **we** will mail **you** and the loss payee the same advance notice.
- D. If **we** make any payment to the loss payee, **we** will obtain his rights against any other party.

Copyright, Insurance Service Office, 1977



INSURANCE COMPANY OF NORTH AMERICA

SYN

POLICY ID

DGL

GI 23 59 38

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILL

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
P.O. BOX 91
MILWAUKEE WI 53201

POLICY IS : RENEWAL OF POLICY NO. GI235938A
NAMED INSURED IS : ASSOCIATION
BUSINESS OF INSURED : CIVIC AND SOCIAL ASSOCIATION
POLICY PERIOD : FROM 12/31/90 TO 12/31/91 12:01 A.M., STANDARD TIME
AT YOUR MAILING ADDRESS SHOWN ABOVE.

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD : NOT SUBJECT TO AUDIT
PAYMENT PLAN : PREPAID

TOTAL ADVANCE PREMIUM \$254

COVERAGES AND LIMITS OF INSURANCE

IN RETURN FOR THE PAYMENT OF PREMIUM INDICATED ABOVE, WE AGREE WITH YOU
TO PROVIDE THE FOLLOWING COVERAGE(S) AT THE LIMITS SHOWN, SUBJECT TO ALL OF
THE TERMS AND CONDITIONS OF THIS POLICY.

COVERAGE FORMS -

LIMITS OF
INSURANCE

COMMERCIAL GENERAL LIABILITY:	
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS/ COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$1,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE)	\$50,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$5,000

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 P.O. BOX 91, MILWAUKEE, WI.

(CONTINUED ON NEXT PAGE)

PAGE 1

THIS COPY TO

INSURED

LD-27850 PAGE:

2,286

80261

#GLP-8268

MKT: CGS



INSURANCE COMPANY OF NORTH AMERICA

SYN

POLICY ID

OGL

G1 23 59 38 /

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILLI

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
P.O. BOX 91
MILWAUKEE

WI 53201

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE PRESENTED BELOW
AS FOLLOWS:

FIRST LINE

CLASS CODE

CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
----------	----------	--------------------	----------	------	---------

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:

X-EACH

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

41663		CLUBS - CIVIC, SERVICE OR SOCIAL - NO BUILDINGS OR PREMISES OWNED OR LEASED EXCEPT FOR OFFICE PURPOSES - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS			
1	PO	X	100	1.021	\$174MP
1	PROD INCLUDED	NUMBER OF MEMBERS			

TOTAL ADVANCE PREMIUM (COMMERCIAL GENERAL LIABILITY INSURANCE)	\$174
--	-------

ADDITIONAL COVERAGES

LD-4R10	NONOWNED & RENTED AUTO LIABILITY	\$80
---------	----------------------------------	------

CG-2011 ADDL INSURED-MGRS OR LESSORS OF PREMISES

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

NAME OF PERSON OR ORGANIZATION (ADDITIONAL INSURED)
SEE SCHEDULE IN FILE
LOC LOCATION OF PREMISES (PART LEASED TO YOU)
1 P.O. BOX 91, MILWAUKEE, WI.

(CONTINUED ON NEXT PAGE)

PAGE 2

THIS COPY TO

INSURED

LD-27850 PAGE:

2,287

80261

#GLP-8268

MKT: CGS

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

SYM

POLICY ID

OGL

G1 23 59 38 /

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILLI

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
P.O. BOX91
MILWAUKEE WI 53201

A D D I T I O N A L C O V E R A G E S C O N T ' D

CG-2101 EXCLUSION-ATHLETIC/SPORTS PARTICIPANTS INCLUDED

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

DESCRIPTION OF OPERATION(S)
TO EXCLUDE BODILY
INJURY COVERAGE IN
A SPORTS CONTEST.

CG-2116 EXCLUSION-DESIGNATED PROFESSIONAL SERV INCLUDED

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

DESCRIPTION OF PROFESSIONAL SERVICES
CLUBS - CIVIC, SERVICE OR SOCIAL - NO
BUILDINGS OR PREMISES OWNED OR LEASED
EXCEPT FOR OFFICE PURPOSES - INCLUDING
PRODUCTS AND/OR COMPLETED OPERATIONS

P R E M I U M S U M M A R Y I N F O R M A T I O N

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	\$174
ADDITIONAL COVERAGES	\$80
TOTAL ADVANCE PREMIUM	\$254

F O R M S A N D E N D O R S E M E N T S

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-3R15A EXCLUSION-ABSOLUTE POLLUTION
CG-0001 COMM GENERAL LIABILITY COV. FORM
CG-2002 ADDL INSURED-CLUB MEMBERS
CG-2403 WAIVER OF CHARITABLE IMMUNITY
CG-0124 WI CHANGES-AMENDMENT OF POLICY COND
CC-2978 IMPORTANT MESSAGE TO OUR WI POLICYHOLDER
LD-3H21 COMMERCIAL LIABILITY INSURANCE JACKET
IL-0017 COMMON POLICY CONDITIONS
IL-0021 BROAD FORM NUCLEAR ENERGY EXCL ENDT

(CONTINUED ON NEXT PAGE)

PAGE 3

THIS COPY TO

INSURED

LD-27850 PAGE:

2,288

80261

#GLP-8268

MKT: CGS

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

SYM

POLICY ID

OGL

G1 23 59 38 /

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILL

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
P.O. BOX 91
MILWAUKEE WI 53201

F O R M S A N D E N D O R S E M E N T S C O N T ' D

IL-0917 RESIDENT AGENT COUNTERSIGNATURE ENDT
CG-2150 AMENDMENT OF LIQUOR LIABILITY EXCL
CG-2011 ADDL INSURED-MGRS OR LESSORS OF PREMISES
CG-2101 EXCLUSION-ATHLETIC/SPORTS PARTICIPANTS
CG-2116 EXCLUSION-DESIGNATED PROFESSIONAL SERV
CG-2239 EXCLUSION-CAMP/CAMP GROUNDS
CG-2258 EXCL-DESC.HZDS-CARNIVALS, CIRCUS, FAIRS
CG-2407 PRODUCTS HAZARD REDEFINED
LD-4R10 NONOWNED & RENTED AUTO LIABILITY

THIS DECLARATION, AND THE COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, LISTED ABOVE AND INCLUDED, COMPLETES THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: BARK RIDGE, IL

AUTHORIZED AGENT:

DATE: OCT 04 1990

(LAST PAGE)

PAGE

4

THIS COPY TO

INSURED

LD-27850 PAGE:

2,289

80261

#GLP-8268

MKT: CGS



INSURANCE COMPANY OF NORTH AMERICA

SYM

POLICY ID

OGL

G1 23 59 38

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILL

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
P.O. BOX 91
MILWAUKEE WI 53201

POLICY IS : RENEWAL OF POLICY NO. G1235938A
NAMED INSURED IS : ASSOCIATION
BUSINESS OF INSURED : CIVIC AND SOCIAL ASSOCIATION
POLICY PERIOD : FROM 12/31/90 TO 12/31/91 12:01 A.M., STANDARD TIME
AT YOUR MAILING ADDRESS SHOWN ABOVE.

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD : NOT SUBJECT TO AUDIT
PAYMENT PLAN : PREPAID

TOTAL ADVANCE PREMIUM \$254

COVERAGES AND LIMITS OF INSURANCE

IN RETURN FOR THE PAYMENT OF PREMIUM INDICATED ABOVE, WE AGREE WITH YOU
TO PROVIDE THE FOLLOWING COVERAGE(S) AT THE LIMITS SHOWN, SUBJECT TO ALL OF
THE TERMS AND CONDITIONS OF THIS POLICY.

COVERAGE - FORMS -

LIMITS OF
INSURANCE

COMMERCIAL GENERAL LIABILITY:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS/ COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$1,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE)	\$50,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$5,000

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 P.O. BOX 91, MILWAUKEE, WI.

(CONTINUED ON NEXT PAGE)

PAGE 1

THIS COPY TO

INSURED

LD-27850 PAGE:

2,286

80261

#GLP-8268

MKT: CGS



INSURANCE COMPANY OF NORTH AMERICA

SYM

POLICY ID

OGL

G1 23 59 38

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILL

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
P.O. BOX 91
MILWAUKEE WI 53201

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE PRESENTED BELOW
AS FOLLOWS:

FIRST LINE

CLASS CODE

CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
----------	----------	--------------------	----------	------	---------

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:

X-EACH

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

41663

CLUBS - CIVIC, SERVICE OR SOCIAL - NO
BUILDINGS OR PREMISES OWNED OR LEASED
EXCEPT FOR OFFICE PURPOSES - INCLUDING
PRODUCTS AND/OR COMPLETED OPERATIONS

1	PO	X	100	1.021	\$174MP
1	PROD INCLUDED	NUMBER OF MEMBERS			

TOTAL ADVANCE PREMIUM (COMMERCIAL GENERAL LIABILITY INSURANCE) \$174

ADDITIONAL COVERAGES

LD-4R10	NONOWNED & RENTED AUTO LIABILITY	\$80
---------	----------------------------------	------

CG-2011 ADDL INSURED-MGRS OR LESSORS OF PREMISES

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

NAME OF PERSON OR ORGANIZATION (ADDITIONAL INSURED)
SEE SCHEDULE IN FILE
LOC LOCATION OF PREMISES (PART LEASED TO YOU)
1 P.O. BOX 91, MILWAUKEE, WI.

(CONTINUED ON NEXT PAGE)

PAGE 2

THIS COPY TO

INSURED

LD-27850 PAGE:

2,287

80261

#GLP-8268

MKT: CGS



INSURANCE COMPANY OF NORTH AMERICA

SYM

POLICY ID

OGL

G1 23 59 38

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILL

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
P.O. BOX91
MILWAUKEE WI 53201

A D D I T I O N A L C O V E R A G E S C O N T ' D

CG-2101 EXCLUSION-ATHLETIC/SPORTS PARTICIPANTS INCLUDED

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

DESCRIPTION OF OPERATION(S)
TO EXCLUDE BODILY
INJURY COVERAGE IN
A SPORTS CONTEST.

CG-2116 EXCLUSION-DESIGNATED PROFESSIONAL SERV INCLUDED

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

DESCRIPTION OF PROFESSIONAL SERVICES
CLUBS - CIVIC, SERVICE OR SOCIAL - NO
BUILDINGS OR PREMISES OWNED OR LEASED
EXCEPT FOR OFFICE PURPOSES - INCLUDING
PRODUCTS AND/OR COMPLETED OPERATIONS

P R E M I U M S U M M A R Y I N F O R M A T I O N

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	\$174
ADDITIONAL COVERAGES	\$80
TOTAL ADVANCE PREMIUM	\$254

F O R M S A N D E N D O R S E M E N T S

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-3R15A	EXCLUSION-ABSOLUTE POLLUTION
CG-0001	COMM GENERAL LIABILITY COV. FORM
CG-2002	ADDL INSURED-CLUB MEMBERS
CG-2403	WAIVER OF CHARITABLE IMMUNITY
CG-0124	WI CHANGES-AMENDMENT OF POLICY COND
CC-2978	IMPORTANT MESSAGE TO OUR WI POLICYHOLDER
LD-3H21	COMMERCIAL LIABILITY INSURANCE JACKET
IL-0017	COMMON POLICY CONDITIONS
IL-0021	BROAD FORM NUCLEAR ENERGY EXCL ENDT

(CONTINUED ON NEXT PAGE)

PAGE 3

THIS COPY TO

INSURED

LD-27850 PAGE:

2,288

80261

#GLP-8268

MKT: CGS



INSURANCE COMPANY OF NORTH AMERICA

SYM

POLICY ID

OGL

G1 23 59 38

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILL

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
P.O. BOX 91
MILWAUKEE WI 53201

FORMS AND ENDORSEMENTS CONT'D

IL-0917 RESIDENT AGENT COUNTERSIGNATURE ENDT
CG-2150 AMENDMENT OF LIQUOR LIABILITY EXCL
CG-2011 ADDL INSURED-MGRS OR LESSORS OF PREMISES
CG-2101 EXCLUSION-ATHLETIC/SPORTS PARTICIPANTS
CG-2116 EXCLUSION-DESIGNATED PROFESSIONAL SERV
CG-2239 EXCLUSION-CAMP/CAMP GROUNDS
CG-2258 EXCL-DESC.HZDS-CARNIVALS, CIRCUS, FAIRS
CG-2407 PRODUCTS HAZARD REDEFINED
LD-4R10 NONOWNED & RENTED AUTO LIABILITY

THIS DECLARATION, AND THE COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, LISTED ABOVE AND INCLUDED, COMPLETES THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: EARK RIDGE, IL

AUTHORIZED AGENT:

DATE: OCT 04 1990

(LAST PAGE)

PAGE

4

THIS COPY TO

INSURED

LD-27850 PAGE:

2,289

80261

#GLP-8268

MKT: CGS

NON-OWNED AND RENTED AUTO LIABILITY

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

Coverage	Limit of Insurance	Premium
Non-Ownership Liability	\$ 1,000,000	\$ Included
Rented Auto Liability	\$ 1,000,000	\$ Included

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

COVERAGE

If a Limit of Insurance and premium is shown in the Schedule, we will pay all sums an insured legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs during the policy period and results from: the maintenance or use of a "rented auto" by you or your employees in the course of your business; and/or the use of any "non-owned auto" in your business by any person other than you.

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance shown in the Schedule or in the declarations as applicable to this endorsement has been exhausted by payment of judgements or settlements.

EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The COVERAGE A (Section 1), exclusions a, b, d, and i and the Nuclear Liability Exclusion (Broad Form) apply to this endorsement. All other exclusions in Coverage A are deleted. The following additional exclusions apply to this endorsement only:

- a. Bodily injury:

- (1) To an employee of the insured arising out of and in the course of employment by the insured; or
- (2) To the spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

(Continued on Reverse)

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
 - (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are, in whole or in part, either payable or required to be provided under any workers' compensation law.
- b. "Property damage" to:
- (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.
- c. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, or handled for movement into, onto or from the covered "auto";
 - (b) Otherwise in the course of transit; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered "auto";
 - (2) Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or
 - (3) After the pollutants or any property in which the pollutants are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Any loss, cost or expense arising out of any demand or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants. This includes demands, directives, complaints, "suits" or requests brought by any governmental entity or by any person or group of persons.

Pollutants means any solid, liquid, gaseous thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Paragraph C.(1)(c) does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the "auto" or its parts, if:

- (1) The pollutants escape or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and
- (2) The "bodily injury" or "property damage" does not arise out of the operation of any "mobile equipment."

Paragraphs (2) and (3) of this exclusion do not apply if:

- (1) the pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) the discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

2. WHO IS AN INSURED (SECTION II) is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Any other person using a "rented auto" with your permission;
- c. With respect to a "non-owned auto," any partner or executive officer of yours, but only while such "non-owned auto" is being used in your business;
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b., or c. above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
- b. Any partner or executive officer with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "rented auto" or the owner of a "non-owned auto" or any agent or employee of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as an Insured in the Declarations.

3. LIMITS OF INSURANCE (Section III) is replaced by the following:

Regardless of the number of "autos," insureds, premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the applicable Limit of Insurance shown in the Schedule.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

4. Paragraph 4b of Section IV — COMMERCIAL GENERAL LIABILITY CONDITION is replaced by the following:

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is covering the auto as an owned auto.

When this insurance is excess, we will have no duty under this endorsement to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance;
and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limit of Insurance shown in the Schedule.

5. The following additional definitions apply:

"Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."

"Non-owned auto" means any "auto" you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership a "non-owned auto" does not include any auto owned by any partner.

"Rented auto" means any "auto" you lease, hire, or borrow. This does not include any "auto" you lease, hire, or borrow from any of your employees or members of their households, or from any partner or executive officer of yours.

Authorized Agent

PREMIUM DUE

tial insurance protection.

0520

0001235938

0025400 06

MILWAUKEE RAD AMA CLB IN

PLEASE INDICATE CHANGE OF
ADDRESS ON REVERSE SIDE.

KEEP THIS STUB.

PAY THIS AMOUNT

RENEWAL PREMIUM \$ 254.00

CREDIT BALANCE \$

AMOUNT DUE \$ 254.00

DATE DUE 12-31-90 A

A — ANNUAL

S — SEMI-ANNUAL

Q — QUARTERLY

CHECK # 1882

DATE 12/1/90

AMOUNT \$254⁰⁰



Albert H. Wohlers & Co., Administrator

1440 N. Northwest Highway, Park Ridge, Illinois 60068-1400
Telephone 1-708-803-3100 Toll Free 1-800-323-2106

Serving members of associations, societies, unions, fraternities and sororities

**-- PLEASE READ THIS LETTER --
IMPORTANT INFORMATION CONCERNING YOUR
CHAPTER/CLUB LIABILITY INSURANCE PLAN**

Dear Chapter Leader:

Enclosed is your renewal policy for the Chapter/Club Liability Insurance Plan underwritten by the Insurance Company of North America (CIGNA). Please keep it in a safe place with your Chapter's other important documents.

We've also enclosed a premium notice for your Chapter/Club Liability Insurance Plan. Please return this premium notice along with your check made payable to Albert H. Wohlers & Co. We urge you to respond as quickly as possible.

We are certain that you will find the Chapter/Club Liability Insurance Plan provides you with comprehensive protection at a lower premium rate than you would be able to purchase on an individual basis. In fact, this type of insurance is difficult, if not impossible, to secure economically in today's liability insurance marketplace.

Every time your Chapter holds a meeting or sponsors an event, you leave yourself, other officials and the Chapter itself open to a potential lawsuit. As the sponsoring organization, you could be accused of negligence that results in bodily injury or property damage ... or may in some way be held liable for damages.

If you, your Chapter, or any officials are faced with a lawsuit, it could mean financial disaster. Even if the charges brought against you are false and groundless and you eventually win the case, your Chapter will still have to pay for legal defense ... which could be quite costly.

Please return the enclosed premium notice with your premium payment for the Chapter/Club Liability Insurance Plan. Thank you for giving us the opportunity to serve you and your Chapter's insurance needs.

Sincerely,

A handwritten signature in black ink, appearing to read "James R. Malik", is written over a horizontal line.

James R. Malik
Executive Vice President

P.S. Please mail your payment by the date shown on your premium notice. Any payment delay could cause a lapse in your coverage ... ACT TODAY!

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory;" and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions.

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

- (2) That the insured would have in the absence of the contract or agreement.

- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

COMMERCIAL GENERAL LIABILITY
COVERAGE FORM

d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

- (1) An employee of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

- (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
- (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

COMMERCIAL GENERAL LIABILITY
COVERAGE FORM

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
 - (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
 - (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
 - (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
 - (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8.).
- h. "Bodily injury" or "property damage" arising out of:
- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
 - (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
- i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
- j. "Property damage" to:
- (1) Property you own, rent, or occupy;
 - (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
 - (3) Property loaned to you;
 - (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- k. "Property damage" to "your product" arising out of it or any part of it.

- l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work;" or

- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

COMMERCIAL GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY
COVERAGE FORM

- (1) "Your product;"
(2) "Your work;" or
(3) "Impaired property;"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage part applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services; but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions.

This insurance does not apply to:

a. "Personal injury" or "advertising injury:"

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity; (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period; (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

**COMMERCIAL GENERAL LIABILITY
COVERAGE FORM**

- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions.

We will not pay expenses for "bodily injury:"

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

**SUPPLEMENTARY PAYMENTS - COVERAGES
A AND B**

We will pay, with respect to any claim or "suit" we defend:

- 1. All expenses we incur.
- 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the insured in the "suit."
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
- (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to

provide professional health care services; or

- (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

- b. Any person (other than your employee), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-employee of the person driving the equipment; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**COMMERCIAL GENERAL LIABILITY
COVERAGE FORM**

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence."

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - COMMERCIAL GENERAL
LIABILITY CONDITIONS**

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit.

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected

unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"
- (2) That is Fire insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section 1).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage

Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral or written publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or style of doing business; or

d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

**COMMERCIAL GENERAL LIABILITY
COVERAGE FORM**

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work;" or

b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

a. A lease of premises;

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

c. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or

d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"

b. While it is in or on an aircraft, watercraft or "auto;" or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

COMMERCIAL GENERAL LIABILITY
COVERAGE FORM

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

10. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

11.a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

12. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

13. "Suit" means a civil proceeding in which damage because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product;" and

b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work;" and

b. The providing of or failure to provide warnings or instructions.

(b) Road maintenance, but not construction or resurfacing;

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

3. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
 - (1) Causing or contributing to the intoxication of any person;
 - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license;
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

- 1.** Designation of Premises (Part Leased to You):
- 2.** Name of Person or Organization (Additional Insured):
- 3.** Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1.** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2.** Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

**AN IMPORTANT MESSAGE
TO OUR WISCONSIN POLICYHOLDERS**



Effective October 1, 1989, Wisconsin law requires us to notify you that, if you cancel this policy prior to its expiration date, the terms and conditions of your policy may require that you pay a substantial penalty.

For information regarding whether this penalty applies to your policy, we suggest you contact your CIGNA agent or broker.



IMPORTANT NOTICE TO POLICYHOLDERS

This is a summary of the major changes found in the new editions of the Commercial General Liability Coverage Forms. NO COVERAGE IS PROVIDED BY THIS SUMMARY nor can it be construed to replace any provision of your policy. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

There are two versions of the Commercial General Liability Coverage Form, the "Occurrence" and "Claims-made" versions (CG 00 01 and CG 00 02). The areas within the policy that broaden, reduce or clarify coverage are highlighted below. We have followed the policy sequence of provisions in setting out this material.

BROADENINGS IN COVERAGE

THE MAJOR NEW COVERAGE ENHANCEMENTS FOUND IN YOUR POLICY ARE:

Coverage for Personal Injuries – which has been expanded to include liability arising from the invasion of a person's right to private occupancy of a room, dwelling or premises if such invasion is committed by or on behalf of the owner, landlord or lessor. (See Section 5 of your policy).

Coverage for Legal Proceedings – which has been newly expanded to include all types of alternative dispute resolution proceedings including arbitration and pre-trial mediation. (See Section 5 of your policy).

REDUCTIONS IN COVERAGE

POLICYHOLDERS PLEASE ALSO NOTE THAT THESE CHANGES HAVE RESULTED IN THE FOLLOWING REDUCTIONS IN COVERAGE:

Personal Property in the care, custody and control of the insured. Previously, coverage was excluded for the named insured ("you"). (See Section 1, Part 2 of your policy).

Third party actions involving co-employees. (See Section 2 of your policy)

Wrongful eviction from or wrongful entry into a room, dwelling or premises unless such entry is committed by or on behalf of the owner, landlord or lessor. (See Section 5 of your policy).

Any agreements which involve construction or demolition operations within fifty feet of railroad property. (See Section 5 of your policy).

CLARIFYING, EDITORIAL AND PROCEDURAL CHANGES

SOME OF THE LANGUAGE IN THE NEW POLICY HAS BEEN RESTATED AND REPUNCTUATED FOR CLARITY AND READABILITY BUT WITH NO CHANGE IN COVERAGE INTENT.

The definition of "YOU" has been expanded to include newly acquired organizations in order to insure that newly acquired organizations possess full named insured status. (See the preamble of your policy).

The coverage trigger for personal and advertising injury liability in the "Claims-made" coverage form has been revised to apply on a claims made basis, rather than the previous "offenses committed" basis. In addition, **Extended Reporting Period Coverage** is now provided for Personal and Advertising Injury Liability. (See Section 1, Coverage B of your policy).

CLARIFYING, EDITORIAL OR PROCEDURAL CHANGES (Con't)

The CGL Pollution Liability Exclusion (Section 1, Coverage A, Exclusion F.) has been changed to improve readability and insure consistency in coverage interpretation.

The exclusion now clearly indicates that no coverage exists for the emission of pollutants:

- at or from any premises, site or location which is or was at any time owned or occupied by or rented or loaned to, any insured;
- at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom the named insured may become legally responsible; and,
- at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insureds behalf are performing operations if the pollutants are brought on to the premises, site or location in connection with such operations by such insured contractor or subcontractor.

The exclusion has also been updated to:

- exclude coverage for the new liabilities imposed by the Superfund Amendment and Reauthorization Act of 1986; and,
- exclude coverage for any claim or suit made by or on behalf of any governmental authority for damages or reimbursement expenses arising from the testing for, monitoring, clean-up, containment, etc., of pollutants.

The exclusion has also been amended to incorporate the language contained in Endorsement CG 00 41 05 86 that renders the exclusion inapplicable to injury or damage arising from smoke from a hostile fire.

Contractual Liability Coverage has never been provided for injury or damage that occurs prior to the execution of any contract or agreement. The Contractual Liability Exclusion has been reworded to clarify this provision. (See Section 1 of your policy).

When We Do Not Renew Endorsement CG 00 04 02 86 has been incorporated into the "occurrence" coverage form. (See Condition 9, Section 4 of your policy)

Your Right to Claim and Occurrence Information has never permitted you to disclose occurrence or claim information without written consent of the insurer. Accordingly, Condition 10 in Section 4 of the "Claims-made" coverage form has been revised to prohibit such disclosure without written consent of the insurer.

Products and Completed Operations Coverage Provisions have been revised to clarify original coverage intent to provide coverage for failure to adequately warn under the "products/completed operations hazard." (See Section 5 of your policy).

The Definition of Insured Contract has been clarified to expressly include coverage for work you performed for an indemnified municipality if liability is imposed by law in the absence of such indemnification. (See Section 5 of your policy).

The Definition of Property Damage has been clarified to indicate that:

- loss of use of tangible property that has been physically injured shall be deemed to occur at the time of the physical injury that caused it; and,
- loss of use of tangible property that has not been physically injured shall be deemed to occur at the time of the occurrence that caused it.

**WORK PERFORMED BY SUBCONTRACTORS PREMIUM DETERMINATION**

Your Commercial General Liability Coverage automatically covers you for liability arising from operations performed on your behalf by subcontractors, subject to all applicable provisions of the contract.

In the event that you engage subcontractors to perform work for you, your premium will be adjusted to reflect this exposure. The premium you are charged for subcontracted work will vary depending on the nature of the work performed by the subcontractor(s), whether the subcontractors are insured for such operations and, if so, the General Liability limits carried by the subcontractors. Normally, a lower premium for such work will apply if we determine that the insurance carried by the subcontractor is likely to be "adequate" for the operations performed.

The following questions and answers are intended to assist you in understanding how we determine your premium for subcontracted work:

1. When Is The Insurance Carried By a Subcontractor Considered To Be "Adequate"?

Unless otherwise specified by us prior to inception of your policy, subcontractors will be considered to be "adequately insured" (for purposes of premium computation only) if the subcontractor, during the period of time that the work is performed for you, carries liability insurance with limits at least equal to the lesser of the following:

\$500,000 per occurrence
\$500,000 aggregate

OR

Your Commercial General Liability Limits

Satisfactory evidence of the insurance carried by the subcontractor (i.e. a certificate of insurance) showing limits and coverages afforded must be available at the time we audit your policy.

Premises/operations and completed operations coverages are handled separately, subject to the same rules. Therefore, your premium for the exposures of an individual subcontractor could be calculated using both methods described below, depending on whether the subcontractor is determined to have "adequate" insurance for each of the coverages.

2. What Is The Classification and The Premium Basis For Work Performed By Subcontractors With "Adequate" Insurance?

When the insurance carried by a subcontractor is determined to be "adequate," we will use the Independent contractor classifications which reflect your lower exposure. In addition, we will use the total cost of the subcontracted work as the premium basis for those operations performed by the subcontractor on your behalf.

3. What Is The Classification and The Premium Basis For Work Performed By Subcontractors Without "Adequate" Insurance?

The premium you are charged for work performed on your behalf by contractors without "adequate" insurance will be calculated using the classification which relates to the specific operations performed for you by such contractors. In addition, we will use the actual payroll of these employees as the premium basis.

PREMIUM DUE

tial insurance protection.

520

0001235938

025400 01

MILWAUKEE RAD AMA CLB

PLEASE INDICATE CHANGE OF
ADDRESS ON REVERSE SIDE.

KEEP THIS STUB.

PAY THIS AMOUNT

RENEWAL PREMIUM \$ 254.00

CREDIT BALANCE \$

AMOUNT DUE \$ 254.00

DATE DUE 12-31-89 A

A — ANNUAL

S — SEMI-ANNUAL

Q — QUARTERLY

CHECK # 1816

DATE Nov 17, 1989

AMOUNT \$ 254.00

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

SYM

POLICY ID

DGL

G1 23 59 38 A

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILLE

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
3840 S. 43RD ST. NO.21
MILWAUKEE WI 53220

POLICY IS : RENEWAL OF POLICY NO. G1235938A
NAMED INSURED IS : ASSOCIATION
BUSINESS OF INSURED : CIVIC AND SOCIAL ASSOCIATION
POLICY PERIOD : FROM 12/31/89 TO 12/31/90 12:01 A.M., STANDARD TIME
AT YOUR MAILING ADDRESS SHOWN ABOVE.

P R E M I U M P A Y M E N T C O N D I T I O N S

AUDIT PERIOD : NOT SUBJECT TO AUDIT
PAYMENT PLAN : PREPAID

TOTAL ADVANCE PREMIUM \$254

C O V E R A G E S A N D L I M I T S O F I N S U R A N C E

IN RETURN FOR THE PAYMENT OF PREMIUM INDICATED ABOVE, WE AGREE WITH YOU
TO PROVIDE THE FOLLOWING COVERAGE(S) AT THE LIMITS SHOWN, SUBJECT TO ALL OF
THE TERMS AND CONDITIONS OF THIS POLICY.

COVERAGE FORMS - LIMITS OF
INSURANCE

COMMERCIAL GENERAL LIABILITY:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS/ COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$1,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE)	\$50,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$5,000

S C H E D U L E O F L O C A T I O N S

LOCATION NUMBER AND ADDRESS

1 3840 S. 43RD STREET, NO. 21, MILWAUKEE, WI

(CONTINUED ON NEXT PAGE)

PAGE 1

THIS COPY TO

INSURED

LD-27850 PAGE:

2,561

89256

#GLP-8268

MKT: CGS

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

SYM

POLICY ID

OGL

G1 23 59 38 A

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILLE

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
3840 S. 43RD ST. NO.21
MILWAUKEE WI 53220

SCHEDULE OF COVERAGES
-----THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE PRESENTED BELOW
AS FOLLOWS:

FIRST LINE

CLASS CODE

CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION COVERAGE PREMIUM BASIS CODE EXPOSURE RATE PREMIUM

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:

X-EACH

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

41663

CLUBS - CIVIC, SERVICE OR SOCIAL - NO
BUILDINGS OR PREMISES OWNED OR LEASED
EXCEPT FOR OFFICE PURPOSES - INCLUDING
PRODUCTS AND/OR COMPLETED OPERATIONS

1

PO

X

100

1.322

\$174MP

NUMBER OF MEMBERS

1

PROD INCLUDED

TOTAL ADVANCE PREMIUM (COMMERCIAL GENERAL LIABILITY INSURANCE)

\$174

ADDITIONAL COVERAGES

LD-4R10 NONOWNED & RENTED AUTO LIABILITY

\$80

CG-2101 EXCLUSION-ATHLETIC/SPORTS PARTICIPANTS

INCLUDED

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

DESCRIPTION OF OPERATION(S)
TO EXCLUDE BODILY
INJURY COVERAGE IN
A SPORTS CONTEST.

(CONTINUED ON NEXT PAGE)

PAGE

2

THIS COPY TO

INSURED

LD-27850 PAGE:

2,562

89256

#GLP-8268

MKT: CGS

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

SYN

POLICY ID

OGL

G1 23 59 38 A

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILLE

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
3840 S. 43RD ST. NO.21
MILWAUKEE WI 53220

A D D I T I O N A L C O V E R A G E S C O N T ' D

CG-2116 EXCLUSION-DESIGNATED PROFESSIONAL SERV INCLUDED

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

DESCRIPTION OF PROFESSIONAL SERVICES
CLUBS - CIVIC, SERVICE OR SOCIAL - NO
BUILDINGS OR PREMISES OWNED OR LEASED
EXCEPT FOR OFFICE PURPOSES - INCLUDING
PRODUCTS AND/OR COMPLETED OPERATIONS

P R E M I U M S U M M A R Y I N F O R M A T I O N

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	\$174
ADDITIONAL COVERAGES	\$80
TOTAL ADVANCE PREMIUM	\$254

F O R M S A N D E N D O R S E M E N T S

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-3R15A	EXCLUSION-ABSOLUTE POLLUTION
CG-0001	COMM GENERAL LIABILITY COV. FORM
CG-2002	ADDL INSURED-CLUB MEMBERS
CG-2403	WAIVER OF CHARITABLE IMMUNITY
CG-0124	WI CHANGES-AMENDMENT OF POLICY COND
LD-3H21	COMMERCIAL LIABILITY INSURANCE JACKET
IL-0017	COMMON POLICY CONDITIONS
IL-0021	BROAD FORM NUCLEAR ENERGY EXCL ENDT
IL-0917	RESIDENT AGENT COUNTERSIGNATURE ENDT
CG-2101	EXCLUSION-ATHLETIC/SPORTS PARTICIPANTS
CG-2116	EXCLUSION-DESIGNATED PROFESSIONAL SERV
CG-2239	EXCLUSION-CAMP/CAMP GROUNDS
CG-2258	EXCL-DESC.HZDS-CARNIVALS, CIRCUS, FAIRS
CG-2407	PRODUCTS HAZARD REDEFINED
LD-4R10	NONOWNED & RENTED AUTO LIABILITY

(CONTINUED ON NEXT PAGE)

PAGE 3

THIS COPY TO

INSURED

LD-27850 PAGE:

2,563

89256

#GLP-8268

MKT: CGS

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

SYM

POLICY ID

OGL

G1 23 59 38 A

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILLE

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
C/O ED SERUGA
3840 S. 43RD ST. NO.21
MILWAUKEE WI 53220

THIS DECLARATION, AND THE COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, LISTED
ABOVE AND INCLUDED, COMPLETES THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT:

Park Ridge, Ill.

AUTHORIZED AGENT:



DATE:

9/25/89

(LAST PAGE)

PAGE

4

THIS COPY TO

INSURED

LD-27850 PAGE:

2,564

89256

#GLP-8268

MKT: CGS

NON-OWNED AND RENTED AUTO LIABILITY

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

Coverage	Limit of Insurance	Premium
Non-Ownership Liability	\$ 1,000,000	\$ Included
Rented Auto Liability	\$ 1,000,000	\$ Included

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

COVERAGE

If a Limit of Insurance and premium is shown in the Schedule, we will pay all sums an insured legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs during the policy period and results from: the maintenance or use of a "rented auto" by you or your employees in the course of your business; and/or the use of any "non-owned auto" in your business by any person other than you.

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance shown in the Schedule or in the declarations as applicable to this endorsement has been exhausted by payment of judgements or settlements.

EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The COVERAGE A (Section 1), exclusions a, b, d, and i and the Nuclear Liability Exclusion (Broad Form) apply to this endorsement. All other exclusions in Coverage A are deleted. The following additional exclusions apply to this endorsement only:

- a. Bodily injury:

- (1) To an employee of the insured arising out of and in the course of employment by the insured; or
- (2) To the spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

(Continued on Reverse)

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are, in whole or in part, either payable or required to be provided under any workers' compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

c. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, or handled for movement into, onto or from the covered "auto";
 - (b) Otherwise in the course of transit; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered "auto";
- (2) Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or
- (3) After the pollutants or any property in which the pollutants are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Any loss, cost or expense arising out of any demand or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants. This includes demands, directives, complaints, "suits" or requests brought by any governmental entity or by any person or group of persons.

Pollutants means any solid, liquid, gaseous thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Paragraph C.(1)(c) does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the "auto" or its parts, if:

- (1) The pollutants escape or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and
- (2) The "bodily injury" or "property damage" does not arise out of the operation of any "mobile equipment."

Paragraphs (2) and (3) of this exclusion do not apply if:

- (1) the pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) the discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

2. WHO IS AN INSURED (SECTION II) is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Any other person using a "rented auto" with your permission;
- c. With respect to a "non-owned auto," any partner or executive officer of yours, but only while such "non-owned auto" is being used in your business;
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b., or c. above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
- b. Any partner or executive officer with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "rented auto" or the owner of a "non-owned auto" or any agent or employee of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as an Insured in the Declarations.

3. LIMITS OF INSURANCE (Section III) is replaced by the following:

Regardless of the number of "autos," insureds, premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the applicable Limit of Insurance shown in the Schedule.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

4. Paragraph 4b of Section IV — COMMERCIAL GENERAL LIABILITY CONDITION is replaced by the following:

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is covering the auto as an owned auto.

When this insurance is excess, we will have no duty under this endorsement to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limit of Insurance shown in the Schedule.

5. The following additional definitions apply:

"Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."

"Non-owned auto" means any "auto" you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership a "non-owned auto" does not include any auto owned by any partner.

"Rented auto" means any "auto" you lease, hire, or borrow. This does not include any "auto" you lease, hire, or borrow from any of your employees or members of their households, or from any partner or executive officer of yours.

**WORK PERFORMED BY SUBCONTRACTORS PREMIUM DETERMINATION**

Your Commercial General Liability Coverage automatically covers you for liability arising from operations performed on your behalf by subcontractors, subject to all applicable provisions of the contract.

In the event that you engage subcontractors to perform work for you, your premium will be adjusted to reflect this exposure. The premium you are charged for subcontracted work will vary depending on the nature of the work performed by the subcontractor(s), whether the subcontractors are insured for such operations and, if so, the General Liability limits carried by the subcontractors. Normally, a lower premium for such work will apply if we determine that the insurance carried by the subcontractor is likely to be "adequate" for the operations performed.

The following questions and answers are intended to assist you in understanding how we determine your premium for subcontracted work:

1. When Is The Insurance Carried By a Subcontractor Considered To Be "Adequate"?

Unless otherwise specified by us prior to inception of your policy, subcontractors will be considered to be "adequately insured" (for purposes of premium computation only) if the subcontractor, during the period of time that the work is performed for you, carries liability insurance with limits at least equal to the lesser of the following:

\$500,000 per occurrence
\$500,000 aggregate

OR

Your Commercial General Liability Limits

Satisfactory evidence of the insurance carried by the subcontractor (i.e. a certificate of insurance) showing limits and coverages afforded must be available at the time we audit your policy.

Premises/operations and completed operations coverages are handled separately, subject to the same rules. Therefore, your premium for the exposures of an individual subcontractor could be calculated using both methods described below, depending on whether the subcontractor is determined to have "adequate" insurance for each of the coverages.

2. What Is The Classification and The Premium Basis For Work Performed By Subcontractors With "Adequate" Insurance?

When the insurance carried by a subcontractor is determined to be "adequate," we will use the Independent contractor classifications which reflect your lower exposure. In addition, we will use the total cost of the subcontracted work as the premium basis for those operations performed by the subcontractor on your behalf.

3. What Is The Classification and The Premium Basis For Work Performed By Subcontractors Without "Adequate" Insurance?

The premium you are charged for work performed on your behalf by contractors without "adequate" insurance will be calculated using the classification which relates to the specific operations performed for you by such contractors. In addition, we will use the actual payroll of these employees as the premium basis.

NOVEMBER 16, 1989

WILLIAM J. KIDD, S.J.
1404 W. WISCONSIN AVE.
MILWAUKEE, WI. 53233

DEAR BILL,

OUR INSURANCE POLICY FOR THE CLUB IS UP FOR RENEWAL.

PLEASE FORWARD A CHECK TO ME FOR \$254.00 MADE OUT TO

ALBERT H. WOHLERS & CO., ADMINISTRATOR.

THE INSURANCE POLICY IS WITH THE ARRL INSURANCE COMPANY OF NORTH
AMERICA FOR OUR CLUB LIABILITY PLAN.

THE POLICY I.D. IS: G1 23 59 38 A .

THANK YOU,
73,

ED SERUGA, SECRETARY
MILWAUKEE RADIO AMATEURS' CLUB, INC.

CC: INSURANCE FILE



Albert H. Wohlers & Co., Administrator

1440 N. Northwest Highway, Park Ridge, Illinois 60068-1400
Telephone 1-312-803-3100 Toll Free 1-800-323-2106

Serving members of associations, societies, unions, fraternities and sororities

**IMPORTANT INFORMATION CONCERNING YOUR
CHAPTER/CLUB LIABILITY INSURANCE PLAN
-- PLEASE READ THIS LETTER --**

Dear Chapter Leader:

Enclosed is your renewal policy for the Chapter/Club Liability Insurance Plan underwritten by the Insurance Company of North America (CIGNA). Please keep it in a safe place with your Chapter's other important documents.

We've also enclosed a premium notice for your Chapter/Club Liability Insurance Plan. Please return this premium notice along with your check made payable to Albert H. Wohlers & Co. We urge you to respond as quickly as possible.

We are certain that you will find the Chapter/Club Liability Insurance Plan provides you with comprehensive protection at a lower premium rate than you would be able to purchase on an individual basis. In fact ... this type of insurance is difficult, if not impossible, to secure economically in today's liability insurance marketplace.

Remember ... every time your Chapter holds a meeting or sponsors a program ... you leave yourself, other officials and the Chapter itself open to a potential lawsuit. As the sponsoring organization, you could be accused of negligence that results in bodily injury or property damage ... and be held liable for damages.

If you, your Chapter, or any officials are faced with a lawsuit, it could mean financial disaster. Even if the charges brought against you are false and groundless and you eventually win the case, your Chapter will still have to pay for legal defense ... which could be quite costly.

Please return the enclosed premium notice with your premium payment for the Chapter/Club Liability Insurance Plan. Thank you for giving us the opportunity to serve you and your Chapter's insurance needs.

Sincerely,

A handwritten signature in black ink, appearing to read "James R. Malik", is written over a horizontal line.

James R. Malik
Executive
Vice President

P.S. Please mail your payment by the date shown on your premium notice. Any payment delay could cause a lapse in your coverage ... ACT TODAY!

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

GENERAL LIABILITY POLICY

STANDARD PROVISIONS

A Stock Insurance Company, herein called the Company

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

COVERAGE

Coverage is afforded under this policy in accordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required

of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the Insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the Insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed,

- (2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or

- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and have a compartment height not exceeding four feet;

DEFINITIONS CONTINUED

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the Named Insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"Insured" means any person or organization qualifying as an Insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"Named Insured" means the person or organization named in the declarations of this policy;

"Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Named Insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the Insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This exclusion modifies the provisions of this policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

This policy does not apply:

a. Under any Liability Coverage, to bodily injury or property damage:

- (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;

d. As used in this Exclusion:

- (1) "Hazardous properties" include radioactive, toxic or explosive properties;
- (2) "Nuclear material" means source material, special nuclear material or by-product material;
- (3) "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- (5) "Waste" means any waste material (a) containing by-product material other than tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.
- (6) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the Named Insured the unearned portion paid by the Named Insured.

The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The Insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
- (c) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

TO: POLICY HOLDER

Please read your policy. There is an
ABSOLUTE POLLUTION EXCLUSION ENDORSEMENT
attached which you should review carefully.

LD-8P91

CONDITIONS CONTINUED

5. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers

and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

8. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy

If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its President and a Secretary at Philadelphia, Pennsylvania, and countersigned on the Declarations page by a duly Authorized Agent of the Company.


HARRY E. HOYT, Secretary


WILSON H. TAYLOR, President

COPY

The Milwaukee Radio Amateurs' Club, Inc.
N50 W16328 Pin Oak Court
Menomonee Falls, WI 53051

Nov 2 1987

TO BILL KIDD.....

MRAC owes Kaetel \$6.41 for telephone toll calls.

Please send me by return mail a check for \$284.00 made payable to the INSURANCE COMPANY OF NORTH AMERICA. This is exactly the same as we paid for the year 1987 and is for our ARRL Club Insurance Policy, for 1988.

I will have to procure from the insurers the needed copies of the policy to satisfy the parties we have to cover.


Charlie.....



American Radio Relay League

HAM RADIO EQUIPMENT INSURANCE PROGRAM

Albert H. Wohlers & Co., Administrator • 1500 Higgins Road • Park Ridge, Illinois 60068 • Telephone (312) 698-2221

Dear Insured:

By now you have probably received a notification from the Insurance Company of North America (INA) which indicated that they would be converting your Club Liability Insurance Plan (CLIP) policy. The notification that you received was required by state regulations to be sent to all insureds in the CLIP program with respect to the new industry form.

This is to advise you that the changeover to the new industry form will not officially take place until January 1, 1988. Your CLIP policy will renew on December 31, 1987. Therefore, you may disregard the notice you previously received. You will enjoy the same identical benefits for the upcoming year as you have in the past. The renewal notice and renewal policy for your December 31, 1987 renewal are enclosed.

We urge you to pay your premium as promptly as possible to avoid any lapse in coverage.

Sincerely,

Pamela Stonelake

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

POLICY IS: RENEWAL OF POLICY NO. G09594498

NAMED INSURED IS: ASSOCIATION

OCCUPATION: CIVIC AND SOCIAL ASSOCIATION

POLICY PERIOD: FROM 12/31/87 TO 12/31/88 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD: NOT SUBJECT TO AUDIT

ADVANCE PREMIUM (TOTAL) \$284

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND
COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY
AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE
TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGES PARTS

LIMITS OF LIABILITY

BODILY INJURY AND PROPERTY DAMAGE COMBINED

COMPREHENSIVE GENERAL
LIABILITY INSURANCE

EACH
OCCURRENCE
\$1,000,000

AGGREGATE
\$1,000,000

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 N50 W16328PIN OAK COURT, MENOMONEE FALLS, WI

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENGOMONEE FALLS, WI 53051

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE

CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
----------	----------	--------------------	----------	------	---------

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:

U-UNITS - PER UNIT

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

1-86415

CLUBS - CIVIC, FRATERNAL, LUNCHEON, SERVICE OR
SOCIAL - NO BUILDINGS OR PREMISES OWNED OR
LEASED EXCEPT FOR OFFICE PURPOSES - INCLUDING
COMPLETED OPERATIONS AND PRODUCT COVERAGE

1	BI	U	100	1.1360	114
	PD	U	100	.0840	63MP

ESCALATORS HAZARD (NUMBER AT PREMISES)

NONE KNOWN AT INCEPTION -

COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

SCHEDULE OF COVERAGES CONT'D

INDEPENDENT CONTRACTORS HAZARD

3-17982 OPERATIONS - NOC

BI	IF ANY	30.8750
PD	IF ANY	24.6380

PRODUCTS - COMPLETED OPERATIONS HAZARD

5-86990 CLUBS - INCLUDING LODGES, FRATERNAL ORDERS AND SORORITIES

BI	IF ANY	96.5000
PD	IF ANY	70.1610

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE) \$177

ADDITIONAL COVERAGES

ENDORSEMENT NUMBER	CLASS CODE	ENDORSEMENT DESCRIPTION	PREMIUM
DA-3B48		HIRED AND NON-OWNED	\$80

ENDORSEMENT NUMBER	ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM
-----------------------	---	---------

LD4F02 PRODUCTS HAZARD EXCEPTIONS
THIS ENDORSEMENT APPLIES TO THE FOLLOWING OPERATION(S):

86415 CLUBS - CIVIC, FRATERNAL, LUNCHEON, SERVICE OR
SOCIAL - NO BUILDINGS OR PREMISES OWNED OR
LEASED EXCEPT FOR OFFICE PURPOSES - INCLUDING
COMPLETED OPERATIONS AND PRODUCT COVERAGE

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

A D D I T I O N A L C O V E R A G E S C O N T ' D

LD4F03 PRODUCTS HAZARD REDEFINED
THIS ENDORSEMENT APPLIES TO THE FOLLOWING OPERATION(S):

86990 CLUBS - INCLUDING LODGES, FRATERNAL ORDERS AND
SORORITIES

LD4F47 BROAD FORM COMPREHENSIVE G L ENDORSEMENT \$27
UNDER THIS ENDORSEMENT THE PREMIUM CALCULATION IS AS FOLLOWS:
15.0% OF THE TOTAL GENERAL LIABILITY BODILY INJURY
AND PROPERTY DAMAGE PREMIUM AS OTHERWISE
DETERMINED

TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGE) \$107

P R E M I U M S U M M A R Y I N F O R M A T I O N

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$177
ADDITIONAL COVERAGES	\$107
TOTAL ADVANCE PREMIUM	\$284

F O R M S A N D E N D O R S E M E N T S

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-9F97A GENERAL LIAB. STD. PROV. JACKET
LD-9F72 COMPREHENSIVE GENERAL LIABILITY INS.
LD-6L67 ABSOLUTE POLLUTION EXCLUSION ENDT
GL-2001 ADDITIONAL INSURED (CLUB MEMBERS)
GL-2101 EXCLUSION (ATHLETIC PARTICIPANTS)
GL-2109 EXCLUSION (FAIRS)
GL-2204 CARNIVALS OR CIRCUSES
GL-0124 AMEND OF POLICY PROVISIONS- WISCONSIN
GL-0019 G.L.-AMENDATORY ENDT-ADDL DEFINITION
LD-4F02 PRODUCTS HAZARD EXCEPTIONS
LD-4F03 PRODUCTS HAZARD REDEFINED
LD-4F15A SINGLE LIMIT OF LIAB-SINGLE AGGREGATE

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

F O R M S A N D E N D O R S E M E N T S C O N T ' D

LD-4F47A BROAD FORM COMPREHENSIVE G L ENDORSEMENT
LD-4F48A BROAD FORM COMPREHENSIVE G L ENDORSEMENT
GL-2116 EXCLUSION-C PROFESSIONAL SERVICES
GL-2002 ADDITIONAL INSURED-MEMBERS
CC-1E15 FORM GL2001 IS DELETED
DA-3B48 HIRED AND NON-OWNED

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE, ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

COUNTERSIGNED AT: Rockford, ILDATE: 6/1/87AUTHORIZED AGENT: Albert H. Winters



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

AMENDMENT OF POLICY PROVISIONS FOR GENERAL-AUTOMOBILE LIABILITY INSURANCE—WISCONSIN

When this policy is issued or delivered in the State of Wisconsin it is agreed that:

1. Paragraph (a) of the Condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" is amended to read:

Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as reasonably possible.

2. Paragraphs (b) and (c) of the Automobile Physical Damage Insurance Condition entitled "Named Insured's Duties in Event of Loss" are amended to read:

(b) give notice thereof (i) to the company or any of its authorized agents within 20 days following the date the loss occurs, provided that failure to give such notice within the time specified shall not invalidate any claim made by the named insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that such notice was given as soon as reasonably possible, and also (ii) in the event of theft or larceny, promptly to the police;

(c) file with the company, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath; however, if proof of loss is filed as soon as possible and within one year after the time limit, failure to file proof of loss within the time limit shall not invalidate or reduce any claim by the named insured unless the company is prejudiced thereby and it was reasonably possible to meet the time limit.

3. The Condition entitled "Changes" is amended to read:

Changes. The terms of this policy shall not be changed, except by endorsement issued to form a part of this policy.

Knowledge by an agent of the company of any fact which breaches a condition of the policy shall be knowledge of the company if such fact is known to the agent at the time the policy is issued or an application made or thereafter becomes known to the agent in the course of his dealings as an agent with the named insured. Any fact which breaches a condition of the policy and is known to the agent prior to loss shall not void the policy or defeat a recovery thereon in the event of loss.

4. The following paragraph is added to the Condition entitled "Declarations":

No misrepresentation or breach of affirmative warranty made by the named insured or in his behalf in the negotiation of this policy affects the company's obligation under this policy unless the company relies on it and it is either material or made with intent to deceive, or unless the facts misrepresented or falsely warranted contribute to the loss. No failure of a condition prior to the loss and no breach of a promissory warranty affects the company's obligation under this policy unless it exists at the time of the loss and either increases the risk at the time of loss or contributes to the loss. The provisions of this condition do not apply to failure to render payment of premium.

5. With respect only to such insurance as is afforded by the policy for **bodily injury liability or property damage liability** arising out of the ownership, maintenance or use of motor vehicles:

(a) The company shall not cancel nor refuse to renew this policy solely because of the age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of any person who is an insured under this policy.

(b) If the named insured is an individual, the "Persons Insured" provision is amended to include as an insured any person using a motor vehicle owned by the named insured which is designed to transport or draw persons or property on the public highways with the permission of an adult member of the named insured's household other than a chauffeur or domestic servant, and any other person or organization but only with respect to his or its liability because of acts or omissions of such an insured.

6. If an action for **bodily injury or property damage** is brought in Wisconsin, the Condition entitled "Action Against Company" is amended to read:

Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance by the insured with all of the terms of this policy.

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall be entitled to recover under this policy to the extent of the insurance afforded by this policy. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

7. The following Conditions are added:

A. Cancellation by Company Limited

After this policy has been in effect for sixty days or, if this policy is a renewal, effective immediately, the company shall not exercise its right to cancel the insurance unless the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable directly to the company or its agent or indirectly under any premium finance plan or extension of credit.

This agreement shall apply to each successive policy period for which the company consents to renew or continue this policy but nothing herein shall obligate the company to renew or continue this policy beyond the expiration of any annual period commencing with its original effective date, provided that, if this policy is written without a fixed expiration date or for a policy period longer than one year, this policy may be terminated by the company effective on the expiration of any such annual period by mailing to the insured named in Item 1 of the declarations at the address shown in this policy, written notice of such termination not less than thirty days prior to the expiration of such annual period. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by the company shall be equivalent to mailing.

Notwithstanding the failure of the company to comply with the foregoing provisions of this Condition, this policy shall terminate on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this policy, with respect to any such insurance to which both such policies apply.

**AMENDMENT OF POLICY PROVISIONS FOR GENERAL-AUTOMOBILE
LIABILITY INSURANCE—WISCONSIN (Continued)**

B. Renewal

If the company elects not to renew this policy, it shall mail to the insured named in Item 1 of the declarations at the address shown in this policy, written notice of such non-renewal not less than thirty days prior to the expiration date.

Notwithstanding the failure of the company to comply with the foregoing provision, this policy shall terminate

1. on such expiration date, if
 - (a) the named insured has notified the company or its agent that he does not wish this policy to be renewed, or

- (b) if the company has mailed notice of renewal premium due to the named insured not more than 45 days nor less than 10 days prior to the expiration date, stating clearly that the policy will terminate on the expiration date if the named insured has failed to pay the renewal premium by such expiration date;

2. on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this policy, with respect to any such insurance to which both such policies apply.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice shall be equivalent to mailing.

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COVERAGE PART

I. COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of

- A. bodily injury or
- B. property damage

to which this insurance applies, caused by an occurrence and the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the Insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any Insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any Insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any Insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any Insured;but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the Insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the Insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the Insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the Insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the Insured,
 - (2) property used by the Insured, or
 - (3) property in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the Named Insured;
- (l) to property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or
 - (2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;
- (n) to property damage to the Named Insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of the use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
 - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
 - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

(over)

II. PERSONS INSURED

Each of the following is an Insured under this insurance to the extent set forth below:

- (a) if the Named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;
- (b) if the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the Named Insured) or organization while acting as real estate manager for the Named Insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the Named Insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;provided that no person or organization shall be an Insured under this paragraph (e) with respect to:
 - (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the Named Insured.

Coverages A and B—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

When used in the declarations as a basis of premium for this coverage:

- (1) "admissions" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (2) "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;
- (3) "receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;
- (4) "cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (5) "sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division.

ABSOLUTE POLLUTION EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is agreed that any exclusion in the policy relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

This insurance also does not apply to any cost or expense arising out of any governmental demand or request that an Insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any such irritants, contaminants or pollutants.

This Company shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for such damages, or any other relief.

Authorized Agent



**HIRED AUTOMOBILE AND NON-OWNERSHIP AUTOMOBILE
LIABILITY INSURANCE ENDORSEMENT
(GENERAL LIABILITY POLICIES)**

Named Insured	
Effective	Policy Number
Issued By (Name of Insurance Company)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

TOTAL PREMIUM ▶ \$ INCLUDED

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by ☒ and by a specific premium charge or charges herein.

Limit of Liability: \$ 1,000,000 each occurrence.

☒ **SCHEDULE FOR NON-OWNERSHIP LIABILITY COVERAGE**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	0-25	\$ 40
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$
TOTAL PREMIUM			\$ 40

Minimum Premium, if applicable: \$ _____

☒ **SCHEDULE FOR HIRED AUTOMOBILE LIABILITY COVERAGE**

LIABILITY INSURANCE—RATING BASIS: COST OF HIRE			
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	PREMIUM
AS PER DECLARATION	\$ IF ANY	\$	\$ 40
TOTAL PREMIUM			\$ 40

Minimum Premium: \$ _____

When used as a premium basis:

"Cost of hire" means the total amount incurred for the hire of automobiles not including charges for services performed by motor carriers of property or passengers which are subject to the compulsory insurance requirements of any motor carrier law or regulation.

In consideration of the payment of premium and subject to all the terms of this endorsement, the Company agrees with the Named Insured as follows:

I. BODILY INJURY OR PROPERTY DAMAGE LIABILITY COVERAGE

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence and arising out of the use of any

(a) non-owned automobile in the business of the Named Insured by any person other than the Named Insured; or

(b) hired automobile in the business of the Named Insured.

and the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient but the Company shall not be obligated to pay any claim or judgment or to defend any suit after applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the Insured under any contract or agreement;
- (b) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation or disability benefits law, or under any similar law;
- (c) to bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the Insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(continued ...)

- (d) to property damage to
 - (1) property owned or being transported by the Insured, or
 - (2) property rented to or in the care, custody or control of the Insured, or as to which the Insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this endorsement;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation or use of any non-owned or hired automobile used in the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the policy as a Named Insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water-course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under the Supplementary Payments provision.
- (h) to bodily injury or property damage resulting from the handling of property
 - (1) before it is moved from the place where it is accepted by the person using a non-owned or hired automobile for movement into or onto the automobile, or
 - (2) after it is moved from a non-owned or hired automobile to the place where it is finally delivered by the person using the automobile;
- (i) to bodily injury or property damage resulting from the movement of property by a mechanical device (other than a hand truck) not attached to the non-owned or hired automobile.

II. PERSONS INSURED

Each of the following is an Insured under this insurance to the extent set forth below:

- (a) the Named Insured;
- (b) any partner or executive officer thereof, but only while the automobile is being used in the business of the Named Insured;
- (c) any other person or organization but only with respect to his or its liability because of acts or omissions of an Insured under (a) or (b) above.
- (d) in addition, with respect to hired automobiles
 - (i) any other person while using an hired automobile with the permission of the Named Insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an Insured only if he is:
 - (1) a lessee or borrower of the automobile, or
 - (2) an employee of the Named Insured or of such lessee or borrower;
- (e) paragraph (c) above applies to acts or omissions of an Insured under paragraph (d) (i) above.

None of the following is an Insured:

- (i) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;
- (ii) the owner of such automobile nor any agent or employee of such owner;
- (iii) an executive officer or partner of the Named Insured with respect to an automobile owned by him or by a member of his household;
- (iv) any person while employed in or otherwise engaged in duties in connection with an automobile business other than an automobile business operated by the Named Insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage, or (4) automobiles to which this policy applies, the Company's liability is limited as follows:

The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the Company's liability for all damages because of bodily injury, including damages for care and loss of services, or property damage as a result of any one occurrence.

IV. REGIONAL TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the territory described in paragraph (1) or (2) of the definition of policy territory.

V. ADDITIONAL DEFINITIONS

"Automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"Automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles;

"Non-owned automobile" means an automobile not owned by, registered in the name of, hired by (or used under contract in behalf of), or loaned to the Named Insured, provided that if the Named Insured is a partnership, such automobile is not owned by or registered in the name of a partner thereof;

"Hired automobile" means an automobile not owned by the Named Insured which is used under contract in behalf of, or loaned to, the Named Insured, provided such automobile is not owned by or registered in the name of (a) a partner or executive officer of the Named Insured or (b) an employee or agent of the Named Insured who is granted an allowance of any sort for the use of such automobile;

"Private passenger automobile" means appropriate passenger or station wagon type automobile.

VI. ADDITIONAL DEFINITION

Excess Insurance -- Non-Owned Automobiles and Hired Automobiles

This insurance shall be excess insurance over any other valid and collectible insurance available to the insured.

VII. The insurance afforded by this endorsement is further modified by attachment to the policy of such endorsements as may refer in their coverage to "Comprehensive Automobile Liability Insurance" or "Basic Automobile Liability Insurance".

Authorized Agent



PRODUCTS HAZARD REDEFINED

Named Insured

Effective

Policy Number

Issued by (Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

As respects any premises or any operations designated in the declarations as subject to this endorsement, it is agreed that with respect to bodily injury or property damage arising out of the Named Insured's products manufactured, sold, handled or distributed

- (1) on, from or in connection with the use of such premises, or
 - (2) in connection with the conduct of such operations, when conducted by or on behalf of the Named Insured,
- the definition of "products hazard" is amended to read as follows:

"products hazard" includes bodily injury and property damage arising out of (a) the Named Insured's products or (b) reliance upon a representation or warranty made with respect thereto; but only if the bodily injury or property damage occurs after physical possession of such products has been relinquished to others;"



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

ADDITIONAL INSURED

(Club Members—Civic, Fraternal, Luncheon, Service or Social)

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.
2. The insurance does not apply to bodily injury or property damage arising out of
 - (a) activities conducted by the named insured to which the public is admitted if an admission fee is charged by the named insured;
 - (b) the use of buildings or premises, other than offices, owned by or rented to the named insured, except premises hired or rented only for specified days for meeting purposes; or
 - (c) the use of premises occupied by the named insured for purposes other than meetings of members and guests.



GL 20 02
(Ed. 07-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

ADDITIONAL INSURED

(Club Members—Civic, Fraternal, Luncheon, Service or Social)

It is agreed that the "Person Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

EXCLUSION

(Athletic Participants)

It is agreed that with respect to operations described below or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the named insured.

Description of Operations:



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

EXCLUSION
(Fairs)

It is agreed that the insurance applies with respect to the operation of any fair out of doors subject to the following additional exclusions:

The insurance does not apply

1. to **bodily injury or property damage** arising out of
 - (a) mechanically operated amusement devices owned or operated by the **named insured**,
 - (b) **automobile** or motorcycle racing or stunting,
 - (c) rodeos, or
2. to **bodily injury** to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the **named insured**.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

CARNIVALS AND CIRCUSES

It is agreed that with respect to the operations of any carnival or circus, the insurance does not apply:

- (a) to bodily injury or property damage arising out of any mechanically operated amusement device, or
- (b) to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the named insured.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.



PRODUCTS HAZARD REDEFINED

Named Insured

Effective

Policy Number

Issued by (Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

As respects any premises or any operations designated in the declarations as subject to this endorsement, it is agreed that with respect to bodily injury or property damage arising out of the Named Insured's products manufactured, sold, handled or distributed

(1) on, from or in connection with the use of such premises, or

(2) in connection with the conduct of such operations, when conducted by or on behalf of the Named Insured,

the definition of "products hazard" is amended to read as follows:

"products hazard" includes bodily injury and property damage arising out of (a) the Named Insured's products or (b) reliance upon a representation or warranty made with respect thereto; but only if the bodily injury or property damage occurs after physical possession of such products has been relinquished to others;"

PRODUCTS HAZARD EXCEPTIONS

Named Insured	
Effective	Policy Number
Issued By (Name of Insurance Company)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

It is agreed that the products hazard does not include bodily injury or property damage arising out of the Named Insured's products manufactured, sold, handled or distributed in connection with:

1. the use of any premises owned by or rented to the Named Insured, or
2. any operation conducted by or on behalf of the Named Insured,

where such premises or such operations are designated in the declarations as subject to this endorsement.

Authorized Agent

AMENDMENT — LIMITS LIABILITY
(Single Limit)
(Policy Aggregate Limit)

Named Insured

Effective

Policy Number

Issued By (Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

- (a) The Limit of liability stated in the declarations of this policy as applicable to "each occurrence" is the total limit of the Company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.
- (b) If an aggregate amount is stated in the declarations, then, subject to the above provision respecting "each occurrence" the total liability of the Company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date, shall not exceed the limit of liability stated in the declarations of this policy "aggregate".
- (c) For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Authorized Agent



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

EXCLUSION

(Malpractice and Professional Services)
(Form C)

It is agreed that with respect to any operation described below or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury or property damage due to the rendering of or failure to render any professional service.

Description of Operations:

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Additional Insured (Club Members) endorsement
GL2001 is deleted from this policy.

Authorized Agent

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Named Insured

Effective

Policy Number

Issued By (Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

SCHEDULE

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability \$ _____ Aggregate

Limit of Liability — Premises Medical Payments Coverage: \$1,000 each Person unless otherwise indicated herein.

\$ _____ each person.

Limit of Liability — Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein.

\$ _____ per occurrence.

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the Named Insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the Insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the Insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such Insured, including

(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the Insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.

(4) to any obligation for which the Insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project.

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

NOTE: This endorsement, in its entirety, consists of Forms LD-4F47b and LD-4F48a.

underpass or crossing; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c), (2), (d) and (e).

(D) The following additional condition applies:

Arbitration

The Company shall be entitled to exercise all of the Insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the Named Insured's business, within the policy territory, and the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

- (1) to liability assumed by the Insured under any contract or agreement;
- (2) to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the Insured;
- (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance;
- (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right to privacy, made by or at the direction of the Insured with knowledge of the falsity thereof;
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the declarations of the policy as a Named Insured;
- (6) to advertising injury arising out of
 - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
 - (a) to any Insured in the business of advertising, broadcasting, publishing or telecasting, or
 - (b) to any injury arising out of any act committed by the Insured with actual malice.

(C) Limits of Liability

Regardless of the number of (1) Insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in the declarations as subject to this endorsement, or in the schedule of this endorsement, as "aggregate".

Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the Named Insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution;
2. wrongful entry or eviction or other invasion of the right of private occupancy;
3. a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy;except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the Named Insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the Named Insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
- (2) arising out of
 - (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
 - (b) the operation or use of any snowmobile or trailer designed for use therewith;
 - (i) owned or operated by or rented or loaned to any insured, or
 - (ii) operated by any person in the course of his employment by any insured;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any watercraft owned or operated by or rented or loaned to any insured, or
 - (b) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on the insured premises;
- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodily injury

- (1) included within the completed operations hazard or the products hazard;
- (2) arising out of operations performed for the Named Insured by independent contractors other than
 - (a) maintenance and repair of the insured premises or
 - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

**BROAD FORM COMPREHENSIVE GENERAL LIABILITY
ENDORSEMENT (continued)**

- (3) resulting from the selling, serving or giving of any alcoholic beverage
- (a) in violation of any statute, ordinance or regulation,
 - (b) to a minor,
 - (c) to a person under the influence of alcohol, or
 - (d) which causes or contributes to the intoxication of any person,
- if the Named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the Named Insured is such an owner or lessor;

- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

- (1) to the Named Insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

- (3) to any person while engaged in maintenance and repair of insured premises or alteration, demolition or new construction at such premises;

- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law.

- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis.

- (6) if the Named Insured is a club, to any member of the Named Insured.

- (7) if the Named Insured is a hotel, motel, or tourist court, to any guest of the Named Insured.

- (D) to any medical expense for services by the Named Insured, any employee, thereof or any person or organization under contract to the Named Insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person", is the limit of the Company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the Company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applied to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the Named Insured with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

LD 4F48a (GL 04 04 Ed. 3-81)

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the Insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the Named Insured's business, provided the Named Insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE — REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the Named Insured, including fixtures permanently attached thereto, if such property damage arises out of fire;

- (A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the Insured under any contract or agreement.

- (B) The limit of property damage liability as respects this Fire Legal Liability Coverage — Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule of this endorsement.

- (C) The Fire Legal Liability Coverage — Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion hereof), available to the Insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Conditions of the policy is amended accordingly.

**VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE
(Including Completed Operations)**

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:

- (1) to property owned or occupied by or rented to the Insured, or, except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping.

- (2) except with respect to liability under a written sidetrack agreement or the use of elevators

- (a) to property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,

- (b) to tools or equipment while being used by the Insured in performing his operations,

- (c) to property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,

- (d) to that particular part of any property, not on premises owned by or rented to the Insured,

- (i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or

- (ii) out of which any property damage arises, or

- (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the Company's manual as "including completed operations", to property damage to work performed by the Named Insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith,

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the Insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly; or
- (2) any Insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.
- (3) injury caused by any indemnitee if such Indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE

(under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the Named Insured nor being used to carry persons or property for a charge.

Where the Insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the Company under this endorsement, there shall be no contribution or participation by this Company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any Insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to premises medical payments coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and advertising injury and personal injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse - Partnership - If the Named Insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the Named Insured.
- (B) Employee - Any employee (other than executive officers) of the Named Insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
 - (a) to bodily injury or personal injury to another employee of the Named Insured arising out of or in the course of his employment;
 - (b) to personal injury or advertising injury to the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (c) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of Named Insured, or by the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof or by the spouse of any of the foregoing.

XII. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the Insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word Insured shall include as Named Insured any organization which is acquired or formed by the Named Insured and over which the Named Insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury and advertising injury with respect to which such new organization under this policy is also an Insured under any other similar liability or indemnity policy or would be an Insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the Named Insured.

(End)

Authorized Agent

DECEMBER 10, 1988

WILLIAM J. KIDD, S. J.
1404 W. WISCONSIN AVENUE
MILWAUKEE, WI, 53233

DEAR BILL,

I HAVE ENCLOSED THE DUPLICATE OF THE PREMIUM NOTICE FOR THE MRAC CLUB INSURANCE FROM THE ALBERT H. WOHLERS & CO. .

PLEASE NOTE THAT THE PREMIUM IS \$259.00 PAYABLE IMMEDIATELY TO ASSURE COVERAGE COMMENCING 12/31/88 TO 12/31/89.

BILL, I HAVE ADDITIONALLY ENCLOSED THE PRE-ADDRESSED ENVELOPE FOR YOUR USE.

PLEASE RETURN THE STUB WITH A NOTATION INDICATING THE NUMBER OF THE CHECK FOR PAYMENT TO ME FOR THE INSURANCE FILE.

THANK YOU.

73,

ED SERUGA, SECRETARY
MILWAUKEE RADIO AMATEURS CLUB, INC.

CC: MRAC INSURANCE FILE

P. S. SOPHIE AND MYSELF WANT TO WISH YOU A JOYOUS CHRISTMAS TIME FOLLOWED BY HAPPY AND FULLFILLED NEW YEAR.

Commercial Liability Insurance Policy

Albert H. Wohlers & Co.

Insurance

BROKERS • CONSULTANTS • ADMINISTRATORS

Serving clients in 50 States, Canada, Central America, Europe and the Far East

December 9, 1988

Milwaukee Radio Amateurs Club, Inc.
c/o Ed Seruga
3840 S. 43rd St. No.21
Milwaukee, WI 53220

Re: Milwaukee Radio Amateurs Club, Inc.
Policy # OGL G1 23 59 38 A

Dear Mr. Seruga:

Enclosed please find a duplicate copy of your renewal policy for the above named captioned.

Also enclosed is a duplicate premium notice due 12/31/88.

We are sorry for any inconvenience this may have caused. If you have need to contact us in the future our toll-free number is 1-800 323-2106.

Thank you for your co-operation and for giving us the opportunity to serve you.

Sincerely,

Mary Ellen Primeau

Mary Ellen Primeau
Property & Casualty Department

mep/enclosure



PREMIUM NOTICE
DUPLICATE

initial insurance protection.

520 0001235938
0025900

Milwaukee Radio Ama.Clb

PLEASE INDICATE CHANGE OF
ADDRESS ON REVERSE SIDE.

KEEP THIS STUB.

PAY THIS AMOUNT	
RENEWAL PREMIUM	\$ 259.00
CREDIT BALANCE	\$
AMOUNT DUE	\$ 259.00
DATE DUE	12-31-88
A — ANNUAL	<input checked="" type="checkbox"/> A
S — SEMI-ANNUAL	<input type="checkbox"/>
Q — QUARTERLY	<input type="checkbox"/>

DEC 13 1988

CHECK # 1758
DATE 12-13-88
AMOUNT 259.00

Ed

1-6-88

THOUGHT TO GIVE THIS TO
YOU AT 5.13 MEETING LAST NIGHT.
ANYWAY.

HAPPY NEW YEAR.

LATER

Bill Kirk, S J

ACKNOWLEDGEMENT OF POLICY CHANGE

Important — Keep With Your Policy

CIGNA

NAME & ADDRESS OF INSURED Milwaukee Radio Amateurs Club		POLICY PERIOD FROM 12-31-88 TO 12-31-89	ENDORSEMENT NO. 01
H. Charles Kaetel		POLICY # OGL G1 23 59 38 A	EFF. DATE OF END'T. 12-31-88
N50 W16328 Pin Oak Court		ISSUING COMPANY INA	
Menomonee Falls, WI 53051		PRODUCER Albert H. Wohlers	

As Requested We Have Amended Our Records Concerning the Above Policies as Follows: ☐ Added ☐ Deleted ☐ Other

Please amend address and contact name to read:

Milwaukee Radio Amateurs Club, Inc.

C/O Ed Seruga

3840 S. 43rd St. No.21

Milwaukee, WI 53220

To Add or Delete Vehicles Under Automobile Coverage Use Section Below:

CAR NO.	ADD	DELETE	YEAR - TRADE NAME - MODEL - BODY TYPE - (VEHICLE I.D. NO.)	VIN	ORIGINAL NEW COST	TERR. CODE

CAR NO.	Radius of Operation L, I, LD or Z	Business Use S = Service R = Retail C = Commercial	Size GVW, GCW or Vehicle Seating Capacity	Symbol	Age Group	Primary Rating Factor	Secondary Rating Factor	CODE	LOSS PAYEE (NAME & ADDRESS) SEE OVER

"X" INDICATES COVERAGE

VEH. NO.	BOD. INJ.	PROP. DAM.	LIAB. CSL.	MED. PAY.	COMPREHENSIVE DEDUCTIBLE	COLLISION DEDUCTIBLE	FIRE	THEFT	WIND	SPEC. PER	TOW-ING	UNINS. MOTR.	OTHER

- ☐ No Premium Adjustment
☐ Premium Adjustment Subject to Audit

AUTHORIZED REPRESENTATIVE

Albert H. Wohlers

This endorsement changes the policy. Please read it carefully.

LOSS PAYABLE CLAUSE

CA 99 19
(ed. 01 78)

- A. **We** will pay **you** and the loss payee named in the policy for loss to a covered **auto**, as interest may appear.
- B. The insurance covers the interest of the loss payee unless the **loss** results from fraudulent acts or omissions on **your** part.
- C. **We** may cancel the policy as allowed by cancelling this policy during the policy period. Cancellation ends this agreement as to the loss payee's interest. If **we** cancel the policy **we** will mail **you** and the loss payee the same advance notice.
- D. If **we** make any payment to the loss payee, **we** will obtain his rights against any other party.

Copyright, Insurance Service Office, 1977



ASSOCIATIVE COMPANY OF NORTH AMERICA

POLICY ID -

03 23 59 38

ASSOCIATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER

NAMED INSURED

PRODUCER

MILWAUKEE BOIE ASSOCIATION CLUB, INC.
P. CHARLES AEFEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

ALBERT H. MONTERS & CO.
1440 N. NORTHWEST HIGHWAY
PARK RIDGE IL 60068

MARKETING OFFICE: CHICAGO
MARKET HAZARD CODE: A
PIIC CODE: 86419

POLICY IS : RENEWAL OF POLICY NO. G10972875
NAMED INSURED IS : ASSOCIATION
BUSINESS OF INSURED : CIVIC AND SOCIAL ASSOCIATION
POLICY PERIOD : FROM 12/31/88 TO 12/31/89 12:01 A.M., STANDARD TIME
AT YOUR MAILING ADDRESS SHOWN ABOVE.

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD : NOT SUBJECT TO AUDIT
PAYMENT PLAN : PREPAID

TOTAL ADVANCE PREMIUM \$259

COVERAGES AND LIMITS OF INSURANCE

IN RETURN FOR THE PAYMENT OF PREMIUM INDICATED ABOVE, WE AGREE WITH YOU
TO PROVIDE THE FOLLOWING COVERAGE(S) AT THE LIMITS SHOWN, SUBJECT TO ALL OF
THE TERMS AND CONDITIONS OF THIS POLICY.

COVERAGE FORMS -	LIMITS OF INSURANCE
COMMERCIAL GENERAL LIABILITY:	
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS/ COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$1,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE)	\$50,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$5,000

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 N50 W16328 PIN OAK COURT MENOMONEE FALLS, WI.

(CONTINUED ON NEXT PAGE)

PAGE 1

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

SNH

POLICY 30

POL

01-23-89/38

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER 3111

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

MARKETING OFFICE: CHICAGO
MARKET HAZARD CODE: A
PLIC CODE: 86419

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE PRESENTED BELOW
AS FOLLOWS:

FIRST LINE

CLASS CODE

CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
----------	----------	--------------------	----------	------	---------

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:

X-EACH

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

41663	CLUBS - CIVIC, SERVICE OR SOCIAL - NO BUILDINGS OR PREMISES OWNED OR LEASED EXCEPT FOR OFFICE PURPOSES - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS				
1	PO	X	100	1.386	\$179MP
1	PROD INCLUDED	NUMBER OF MEMBERS			

TOTAL ADVANCE PREMIUM (COMMERCIAL GENERAL LIABILITY INSURANCE) \$179

ADDITIONAL COVERAGES

ENDORSEMENT NUMBER	ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM
LD-4R10	NONOWNED & RENTED AUTO LIABILITY	\$80

ENDORSEMENT NUMBER	ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM
CG-2101	EXCLUSION-ATHLETIC/SPORTS PARTICIPANTS	INCLUDED

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

(CONTINUED ON NEXT PAGE)

PAGE 2

THIS COPY TO: COPIES TO:

PROCESSED: PRODUCER: DESTINATI

PRODUCER

INSURED PRODUCER

MKT

09/15/88

P09517

CGS

LD-27850 PAGE:

2,663

88259

#GLP-8268

MKT: CGS

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

POLICY NO.

61 23 59 38

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILL

NAMED INSURED

MILWAUKEE HARTO ABATELLOSONUS, INC.
H. CHARLES KAETE
R50 W14328 PIN OAK DRIVE
MEHOMONEE FALLS, WI 53051

MARKETING OFFICE: CHICAGO
MARKET HAZARD CODE: A
PIIC CODE: 86419

A D D I T I O N A L C O V E R A G E S C O N T ' D

DESCRIPTION OF OPERATION(S)
TO EXCLUDE BODILY
INJURY COVERAGE IN
A SPORTS CONTEST.

ENDORSEMENT NUMBER	ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM INCLUDED
CG-2116	EXCLUSION-DESIGNATED PROFESSIONAL SERV	

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

DESCRIPTION OF PROFESSIONAL SERVICES
CLUBS - CIVIC, SERVICE OR SOCIAL - NO
BUILDINGS OR PREMISES OWNED OR LEASED
EXCEPT FOR OFFICE PURPOSES - INCLUDING
PRODUCTS AND/OR COMPLETED OPERATIONS

P R E M I U M S U M M A R Y I N F O R M A T I O N

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	\$179
ADDITIONAL COVERAGES	\$80
TOTAL ADVANCE PREMIUM	\$259

F O R M S A N D E N D O R S E M E N T S

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-3R15A	EXCLUSION-ABSOLUTE POLLUTION
CG-0001	COMM GENERAL LIABILITY COV. FORM
CG-0041	AMENDMENT OF POLLUTION EXCLUSION
CG-2002	ADDL INSURED-CLUB MEMBERS
CG-2403	WAIVER OF CHARITABLE IMMUNITY
CG-0124	WI CHANGES-AMENDMENT OF POLICY COND
LD-3H21	COMMERCIAL LIABILITY INSURANCE JACKET
IL-0017	COMMON POLICY CONDITIONS
IL-0021	BROAD FORM NUCLEAR ENERGY EXCL ENDT
CG-2101	EXCLUSION-ATHLETIC/SPORTS PARTICIPANTS

(CONTINUED ON NEXT PAGE)

PAGE 3

THIS COPY TO: COPIES TO:

PROCESSED: PRODUCER: DESTINATI

PRODUCER

INSURED PRODUCER

MKT

09/15/88

P09517

CGS

LD-27850 PAGE:

2,664

88259

#GLP-8268

MKT: CGS

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

POLICY

091 01 23 59 38

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
IN: CHARLES KAETEL
1157 W 16328 PIN OAK COURT
MILWAUKEE FALLS, WI 53051

MARKETING OFFICE: CHICAGO
MARKET HAZARD CODE: A
PIIC CODE: 86419

FORMS AND ENDORSEMENTS CONT'D

CG-2116 EXCLUSION-DESIGNATED PROFESSIONAL SERV
CG-2239 EXCLUSION-CAMP/CAMP GROUNDS
CG-2258 EXCL-DESC.HZDS-CARNIVALS, CIRCUS, FAIRS
CG-2407 PRODUCTS HAZARD REDEFINED
CC-3R19 GENERAL ENDORSEMENT: - CLARIFICATION ENDT
LD-4R10 NONOWNED & RENTED AUTO LIABILITY

THIS DECLARATION, AND THE COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, LISTED ABOVE AND INCLUDED, COMPLETES THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT:

Park Ridge, Ill.

AUTHORIZED AGENT:

Albert H. Grohles

DATE:

9-29-88

(LAST PAGE)

PAGE

4

THIS COPY TO: COPIES TO:

PROCESSED:

PRODUCER:

DESTINATI

PRODUCER

INSURED PRODUCER

MKT

09/15/88

P09517

CGS

LD-27850 PAGE:

2,665

88259

#GLP-8268

MKT: CGS

NON-OWNED AND RENTED AUTO LIABILITY

Policy Symbol		Endorsement Number	
002	59 38 A	Policy Period	Effective Date of Endorsement
Issued By: (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

Coverage	Limit of Insurance	Premium
Non-Ownership Liability	\$ 1,000,000	\$ Included
Rented Auto Liability	\$ 1,000,000	\$ Included

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

COVERAGE

If a Limit of Insurance and premium is shown in the Schedule, we will pay all sums an insured legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs during the policy period and results from: the maintenance or use of a "rented auto" by you or your employees in the course of your business; and/or the use of any "non-owned auto" in your business by any person other than you.

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance shown in the Schedule or in the declarations as applicable to this endorsement has been exhausted by payment of judgements or settlements.

EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The COVERAGE A (Section 1), exclusions a, b, d, and i and the Nuclear Liability Exclusion (Broad Form) apply to this endorsement. All other exclusions in Coverage A are deleted. The following additional exclusions apply to this endorsement only:

- a. Bodily injury:

- (1) To an employee of the insured arising out of and in the course of employment by the insured; or
- (2) To the spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

(Continued on Reverse)

This exclusion applies:

- (1) Whether the insured may be liable as an employer or for any other liability; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are, in whole or in part, either payable or required to be provided under any workers' compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

c. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, or handled for movement into, onto or from the covered "auto";
 - (b) Otherwise in the course of transit; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered "auto";
- (2) Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or
- (3) After the pollutants or any property in which the pollutants are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Any loss, cost or expense arising out of any demand or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants. This includes demands, directives, complaints, "suits" or requests brought by any governmental entity or by any person or group of persons.

Pollutants means any solid, liquid, gaseous thermal irritant or contaminant, including smoke, vapor, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Paragraph C.(1)(c) does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the "auto" or its parts, if:

- (1) The pollutants escape or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and
- (2) The "bodily injury" or "property damage" does not arise out of the operation of any "mobile equipment."

Paragraphs (2) and (3) of this exclusion do not apply if:

- (1) the pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto" and;
- (2) the discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

2. WHO IS AN INSURED (SECTION II) is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Any other person using a "rented auto" with your permission;
- c. With respect to a "non-owned auto," any partner or executive officer of yours, but only while such "non-owned auto" is being used in your business;
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b., or c. above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
- b. Any partner or executive officer with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "rented auto" or the owner of a "non-owned auto" or any agent or employee of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as an Insured in the Declarations.

3. LIMITS OF INSURANCE (Section III) is replaced by the following:

Regardless of the number of "autos," insureds, premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the applicable Limit of Insurance shown in the Schedule.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

4. Paragraph 4b of Section IV — COMMERCIAL GENERAL LIABILITY CONDITION is replaced by the following:

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is covering the auto as an owned auto.

When this insurance is excess, we will have no duty under this endorsement to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance, and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limit of Insurance shown in the Schedule.

5. The following additional definitions apply:

"Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."

"Non-owned auto" means any "auto" you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership a "non-owned auto" does not include any auto owned by any partner.

"Rented auto" means any "auto" you lease, hire, or borrow. This does not include any "auto" you lease, hire, or borrow from any of your employees or members of their households, or from any partner or executive officer of yours.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WISCONSIN CHANGES - AMENDMENT OF POLICY
CONDITIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. The following is added to CANCELLATION (Common Policy Conditions):

If this Coverage Part has been in effect for 60 days or is a renewal, we will not cancel this Coverage Part except for nonpayment of premium. This agreement will apply to each successive policy period for which we consent to renew or continue this Coverage Part. We are not obligated to renew or continue this Coverage Part beyond the expiration date of any annual period beginning with its original effective date, provided that, if this Coverage Part is written:

- a. Without a fixed expiration date; or
- b. For a policy period longer than one year

we may terminate this Coverage Part effective on the expiration of any such annual period by mailing to the first Named Insured at the address shown in this Coverage Part, written notice of such termination not less than 30 days prior to the expiration of such annual period. If notice is mailed, proof of mailing will be sufficient proof of notice.

Even if we have not complied with the above provisions, this Coverage Part will end on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to any such insurance to which both such policies apply.

2. The following is added to CHANGES (Common Policy Conditions):

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

- a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or
- b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

3. If a "suit" is brought in Wisconsin, Condition 3. LEGAL ACTION AGAINST US (Section IV) is replaced by the following:**3. LEGAL ACTION AGAINST US**

A person or organization may sue us directly to recover damages allegedly caused by you or join us as a defendant in a suit brought against you for damages. But we will not be liable for damages that are in excess of the Limit of Insurance.

4. The following is added to Condition 6. REPRESENTATIONS (Section IV):

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

- a. We rely on it and it is either material or made with intent to deceive; or
- b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

- a. Exists at the time of the loss; and
- b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

5. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

C. ANY WHEN WE DO NOT RENEW Condition (Section IV) is deleted

The following Condition is added:

WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

1. On the expiration date, if:

- a. The first Named Insured has notified us that he does not want to renew this Coverage Part; or

b. We do not receive a renewal premium due to the first Named Insured not more than 45 days or less than 10 days before expiration date, or the first Named Insured at the Coverage Part will terminate if the first Named Insured has not paid the premium due before such expiration date.

2. On the expiration date of any other insurance policy issued as replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.

If notice is mailed proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device (a) used for the processing, fabricating or alloying of "special nuclear material," if at any time the total amount of such material in the custody of the "facility" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

GENERAL ENDORSEMENT

Named Insured		Endorsement Number	
Policy Symbol OGL	Policy Number G1 23 59 38 A	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

_____**COVERAGE PART**

GENERAL ENDORSEMENT

Exclusion - Absolute Pollution Clarification Endorsement:

When LD-3R15 Exclusion - Absolute Pollution is attached to your policy, conditions of CG-0041 Amendment of Pollution Exclusion Endorsement no longer apply.

Authorized Agent

POLICY NUMBER

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE RE-READ THE ENTIRE POLICY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph a. of the definition of "Products — completed operations hazard" in the DEFINITIONS Section is replaced by the following:

- a. "Products — completed operations hazard" includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - DISCONTINUED HAZARDS (CARNIVALS,
CIRCUSES AND FAIRS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

With respect to the operations of any carnival, circus, or fair, this insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of any mechanically operated amusement device; or
2. "Bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—CAMPS OR CAMPGROUNDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

With respect to the operation of any camp or campground by you or on your behalf:

1. The following exclusion is added to COVERAGES A and B (Section I):

If the camp or campground owns or operates an infirmary with facilities for lodging and treatment, this insurance does not apply to "bodily injury," "property damage," "personal injury," or "advertising injury" caused by:

- a. The rendering or failure to render:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;

- (2) Any health service or treatment;

- (3) Any cosmetic or tonsorial service or treatment; or

- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- c. The handling or treatment of dead bodies.

2. The following exclusion is added to COVERAGE C (Section I):

We will not pay expenses for "bodily injury" to any camper.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Professional Services:

1.

2.

3.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any professional services shown in the Schedule, this insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" due to the rendering or failure to render any professional service.

POLICY NUMBER

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CONTAINS IMPORTANT INFORMATION. PLEASE READ IT CAREFULLY.
EXCLUSION--ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF CHARITABLE IMMUNITY

This endorsement modifies insurance provided under the following: —

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any charitable immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CLUB MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to exclusion f. of COVERAGE A (Section I):

Subparagraphs (a) and (d)(i) of paragraph (1) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

EXCLUSION — ABSOLUTE POLLUTION

Name of Insured		Endorsement Number	
Policy Form	Policy Number	Policy Status	Effective Date of Endorsement
Issued by (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued in connection with the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATION LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY — NEW YORK**

Any exclusion in the policy relating to the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants and any loss, costs, or expense arising therefrom is replaced by the following:

"bodily injury" or "property damage" arising out of or in any way related to the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants by whomever caused, including, but not limited to, into or upon land, the atmosphere or any watercourse or body of water, including underground water or water table supplies.

This insurance also does not apply to any cost or expense arising out of any demand or request that an insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any pollutants. This includes demands, directives, complaints, suits, or requests brought by any governmental entity or by any person or group of persons.

We shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for damages, or any other relief.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapors, soot, fumes, acids, alkalis, chemicals and wastes, including materials to be recycled, reconditioned, or reclaimed.

This exclusion does not apply to:

"Bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire:

- (a) At or from premises you own, rent, or occupy; or
- (b) At or from any site or location on which you or any of your contractors working directly or indirectly on your behalf are performing operations, if pollutants are brought on or to the site in connection with such operations.

A hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Authorized Agent

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II — WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V — DEFINITIONS.

SECTION I — COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence." The "occurrence" must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions.

This insurance does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract;" or

(2) That the insured would have in the absence of the contract or agreement.

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II — WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V — DEFINITIONS.

SECTION I — COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence." The "occurrence" must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions.

This insurance does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages: (c)

(1) Assumed in a contract or agreement that is an "insured contract;" or

(2) That the insured would have in the absence of the contract or agreement.

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

- l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work;" or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product;"
- (2) "Your work;" or
- (3) "Impaired property;"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in SECTION III — LIMITS OF INSURANCE.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE;

- (2) We may investigate and settle any claim or "suit" at our discretion; and

- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

- b. This insurance applies to "personal injury" only if caused by an offense:

- (1) Committed in the "coverage territory" during the policy period; and
- (2) Arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

- c. This insurance applies to "advertising injury" only if caused by an offense committed:

- (1) In the "coverage territory" during the policy period; and
- (2) In the course of advertising your goods, products or services.

2. Exclusions.

This insurance does not apply to:

- a. "Personal injury" or "advertising injury:"

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

- b. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions.

We will not pay expenses for "bodily injury:"

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the insured in the "suit."
6. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II — WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or
 - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
- b. Any person (other than your employee), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. "Bodily injury" to a co-employee of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
 4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C; and
 - b. Damages under Coverage A and Coverage B, except damages because of injury and damage included in the "products-completed operations hazard."
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence."
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit.

a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:

- (1) How, when and where the "occurrence" took place; and
- (2) The names and addresses of any injured persons and witnesses.

b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit;"
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"

(2) That is Fire insurance for premises rented to you; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V — DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral or written publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or style of doing business; or

d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

**COMMERCIAL GENERAL LIABILITY
COVERAGE FORM**

5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or**
- b. You have failed to fulfill the terms of a contract or agreement;**

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work;" or**
- b. Your fulfilling the terms of the contract or agreement.**

6. "Insured contract" means:

- a. A lease of premises;**
- b. A sidetrack agreement;**
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;**
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;**
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;**
- f. An elevator maintenance agreement; or**
- g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.**

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:**
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or**
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;**
- b. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in a. above and supervisory, inspection or engineering services; or**

c. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;" or**
 - b. While it is in or on an aircraft, watercraft or "auto;" or**
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;**
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."**

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;**
- b. Vehicles maintained for use solely on or next to premises you own or rent;**
- c. Vehicles that travel on crawler treads;**
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:**
 - (1) Power cranes, shovels, loaders, diggers or drills; or**
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;**
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:**
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or**
 - (2) Cherry pickers and similar devices used to raise or lower workers;**
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.**

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"

- (1) Equipment designed primarily for:**
 - (a) Snow removal;**

- (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
10. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
11. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- c. This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
 - (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.
12. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
13. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
14. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
15. "Your work" means:
- a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

(Attach Coverage Part Here)

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract when countersigned by our authorized representative.

Harry E. Hoyt
HARRY E. HOYT, Secretary

AETNA INSURANCE COMPANY
Hartford, Connecticut

David J. Prentiss
DAVID J. PRENTISS, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

AETNA FIRE UNDERWRITERS INSURANCE COMPANY
Hartford, Connecticut

David J. Prentiss
DAVID J. PRENTISS, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

BANKERS STANDARD INSURANCE COMPANY
Hialeah, Florida

Wilson H. Taylor
WILSON H. TAYLOR, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

CENTURY INDEMNITY COMPANY
Hartford, Connecticut

David J. Prentiss
DAVID J. PRENTISS, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

CIGNA INSURANCE COMPANY
Los Angeles, California

Wilson H. Taylor
WILSON H. TAYLOR, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA
New York, New York

Michael J. Kevany
MICHAEL J. KEVANY, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, Pennsylvania

Wilson H. Taylor
WILSON H. TAYLOR, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

PACIFIC EMPLOYERS INSURANCE COMPANY
Los Angeles, California

Wilson H. Taylor
WILSON H. TAYLOR, President

Commercial Liability Insurance Policy

PREMIUM DUE

GROUP INSURANCE PLANS

PREMIUM DUE

We appreciate the privilege, and take seriously the responsibility of providing this essential insurance protection.

259.00

AMERICAN RADIO RELAY LEAGUE
INSURANCE COMPANY OF NORTH AMERICA
CLUB LIABILITY INSURANCE PLAN

MAKE YOUR CHECK PAYABLE TO:

ALBERT H. WOHLERS & CO., ADMINISTRATOR

PARK RIDGE, ILLINOIS 60068

PLEASE RETURN THIS NOTICE WITH YOUR CHECK
IN THE SELF-ADDRESSED ENVELOPE.

520 0001235938 025900 03

12-31-88 A

MILWAUKEE RAD AMA CLB IN
H CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS WI 53051

IMPORTANT NOTICE.....PLEASE READ THE ENCLOSED LETTER

520

0001235938

025900 03

MILWAUKEE RAD AMA CLB

PLEASE INDICATE CHANGE OF
ADDRESS ON REVERSE SIDE.

KEEP THIS STUB.

PAY THIS AMOUNT

RENEWAL PREMIUM \$ 259.00

CREDIT BALANCE \$

AMOUNT DUE \$ 259.00

DATE DUE 12-31-88 A

A — ANNUAL

S — SEMI-ANNUAL

Q — QUARTERLY

Albert H. Wohlers & Co.

Insurance

1440 N. Northwest Highway

Park Ridge, Illinois 60068-1400

group insurance plans

Albert H. Wohlers & Co., Administrator

1440 N. Northwest Highway, Park Ridge, Illinois 60068-1400
Telephone 1-312-803-3100 Toll Free 1-800-323-2106

Serving members of associations, societies, unions, fraternities and sororities

Dear Insured:

By now you have probably received a notification from the Insurance Company of North America (INA) advising you that due to a change in the industry form for liability coverage, it will be necessary to non-renew your existing Chapter Liability Insurance Plan (CLIP) policy, and convert it to this new commercial general liability form.

As INA stated, and as a result of the industry crisis of the past few years, the insurance companies have developed a new liability insurance form, which will serve as the basis of all liability coverage for all insurance companies henceforth. The change will become effective with all policies renewing January 1, 1988 and thereafter. Enclosed you will find an information sheet which outlines the areas in which coverage is broadened, and also those areas where coverage has been modified, or, in a few instances, reduced. The majority of this information should not affect the overall protection provided to your chapters or clubs. One important area for you to be made aware of is that from now on there will be an annual aggregate limit of liability. In other words, in any policy period the company will be required to pay only the aggregate limit of liability shown on your policy, regardless of the number of claims.

In the past, you had been provided with \$1,000,000 of coverage each occurrence during the policy period. Beginning with your renewal, you will continue to have \$1,000,000 per occurrence coverage; however, the overall annual policy aggregate will be limited to \$2,000,000. We have negotiated with INA to extend the annual aggregate to \$2,000,000 to provide you with the most coverage available. This new industry form with the new aggregate limit should not affect the overall protection provided to your chapters and clubs. In addition, your overall limit of liability should also fit the needs of organizations requiring evidence of this coverage.

Enclosed you will find your premium notice and renewal policy for the renewal of your policy, which is December 31, 1988. We urge you to pay your premium promptly in order to avoid any lapse in coverage. Should you have any questions, please feel free to contact our office.

Sincerely,

Linda Kolbus

CHAPTER LIABILITY INSURANCE PLAN (CLIP)

OUTLINE OF COVERAGE CHANGES

EFFECTIVE JANUARY 1, 1988

The insurance industry has adopted a new commercial general liability coverage form which will be incorporated into your CLIP policy effective January 1, 1988. The following outlines those areas where coverage has been broadened, and those areas where coverage has been reduced. The overall change in the form should have very little impact on the operations or protection afforded to your chapters or clubs. Please read carefully.

BROADENING OF COVERAGE

1. Liquor Liability Coverage

- a. Statutory liability of an owner or lessor who leases premises to someone in the liquor business, but who is not themselves engaged in the liquor business, is now covered.
- b. Liquor law liability assumed by any insured who is not engaged in the liquor business is now covered.

2. Pollution Liability Coverage

Although there is an almost total exclusion of pollution liability, coverage with respect to the following situations is provided:

Non-sudden or gradual emissions of pollutants (other than waste):

- a. Arising out of the products/completed operations hazard;
- b. Occurring away from insured premises in connection with ongoing operations if:
 - (1) the pollutants were not brought on to the site in connection with operations, and
 - (2) operations do not involve the clean-up, containment, etc. of pollutants.

3. Non-owned Watercraft
Watercraft under 26 feet in length owned by employees and other insureds, except the named insured, are now covered.
4. Prejudgement Interest
Prejudgement interest awarded against the insured on that part of any judgement we pay will also be covered. But prejudgement interest will not be paid for the period after an offer to pay the applicable limit of insurance is made.
5. Mobile Equipment Coverage
The use or operations of snowmobiles is no longer specifically excluded.
6. Property Damage Liability Coverage
The exclusion of property in the insured's care, custody, or control no longer applies to real property.
7. Medical Payments Coverage
The minimum per person limit is increased from \$1,000 to \$5,000.
8. Puerto Rico is now defined specifically as being within the Coverage Territory.
9. Policy Condition - Cancellation and Non-renewal 30 days advance notice to the insured if the company does not renew the policy, is now covered.

REDUCTIONS OF COVERAGE

1. Contractual Liability Coverage
 - a. Contractual liability is restricted to tort liability assumed from another person or organization.
 - b. Contractual coverage for liability assumed in connection with the ownership, maintenance or use of any auto owned or operated by or rented or loaned to any insured is no longer afforded.
2. Pollution Liability Coverage
Coverage with respect to the following situations is no longer afforded:

Emissions of pollutants

- a. At or from premises;
 - b. At or from a site used for the handling, storage, disposal, processing or treatment of waste;
 - c. If the insured handles, transports, etc. the pollutants as waste;
 - d. If the pollutants are brought to a job site in connection with the operations being performed at that site; or
 - e. If the operations involve the clean-up, containment, etc. of the pollutants.
3. Mobile Equipment Coverage
The road hazard is no longer covered for the following types of self-propelled vehicles:
- a. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
4. Non-Owned Watercraft
Non-Owned watercraft coverage is restricted to watercraft less than 26 feet in overall length.
5. Fire Damage Legal Liability
Coverage that had been provided for Fire and Explosion Damage Legal Liability is reduced to Legal Liability Coverage for Fire only.
6. Property Damage Liability Coverage
- a. Property in care, custody or control
Property in your custody is clarified to include property in your care, custody or control.
- The exception for elevators with respect to property in the care, custody or control of the insured has been eliminated so that property on elevators will be treated the same as other property in the care, custody or control of the insured.

- b. Alienated Premises
Property damage to premises you sell, give away or abandon is no longer covered, unless the premises are "your work" and were never occupied, rented, or held for rental by you.

7. Medical Payments Coverage

- a. Medical payments are now subject to the newly established policy General Aggregate Limit as well as the Occurrence Limit.
- b. All insureds have been excluded from the medical payments coverage rather than just the named insured, partners and employees as in the old policy.
- c. Medical payments coverage for employees of non-residents has been eliminated.

8. First Aid Coverage

First aid coverage has been built into the Medical Payments coverage, and will be subject to the applicable policy limits.

9. Who Is An Insured

- a. Automatic Coverage for Newly Acquired Organizations
 - (1) Coverage is no longer afforded automatically for newly formed partnerships.
- b. Coverage for liability arising out of the conduct of past partnership or joint ventures which are not shown as named insureds in the Declarations has been eliminated.

10. Limits Of Insurance

- a. The establishment of a General Aggregate Limit presents a restriction on coverage for losses which were not previously subject to the aggregate limit concept.
- b. Fire Damage Legal Liability Coverage
Payment for Fire Damage Legal Liability is now subject to the applicable "General Aggregate" limit.

11. Commercial General Liability Conditions

Within the "Other Insurance Condition" the Excess Insurance provision now indicates that the limited coverage for aircraft, watercraft and autos is on an excess basis.

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

SYN

POLICY ID

OGL

G1 23 59 38 A

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILLE

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

POLICY IS : RENEWAL OF POLICY NO. G10972875
NAMED INSURED IS : ASSOCIATION
BUSINESS OF INSURED : CIVIC AND SOCIAL ASSOCIATION
POLICY PERIOD : FROM 12/31/88 TO 12/31/89 12:01 A.M., STANDARD TIME
AT YOUR MAILING ADDRESS SHOWN ABOVE.

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD : NOT SUBJECT TO AUDIT
PAYMENT PLAN : PREPAID

TOTAL ADVANCE PREMIUM \$259

COVERAGES AND LIMITS OF INSURANCE

IN RETURN FOR THE PAYMENT OF PREMIUM INDICATED ABOVE, WE AGREE WITH YOU
TO PROVIDE THE FOLLOWING COVERAGE(S) AT THE LIMITS SHOWN, SUBJECT TO ALL OF
THE TERMS AND CONDITIONS OF THIS POLICY.

COVERAGE FORMS -

LIMITS OF
INSURANCE

COMMERCIAL GENERAL LIABILITY:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS/ COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$1,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
FIRE DAMAGE LIMIT (ANY ONE FIRE)	\$50,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$5,000

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 N50 W16328 PIN OAK COURT MENOMONEE FALLS, WI.

(CONTINUED ON NEXT PAGE)

PAGE 1

THIS COPY TO

INSURED

LD-27850 PAGE:

2,671

88259

#GLP-8268

MKT: CGS

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

SYM

POLICY ID

OGL

G1 23 59 38 A

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILLE

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE PRESENTED BELOW
AS FOLLOWS:

FIRST LINE

CLASS CODE

CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION	COVERAGE	PREMIUM BASIS CODE	EXPOSURE	RATE	PREMIUM
----------	----------	--------------------	----------	------	---------

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:

X-EACH

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

41663

CLUBS - CIVIC, SERVICE OR SOCIAL - NO
BUILDINGS OR PREMISES OWNED OR LEASED
EXCEPT FOR OFFICE PURPOSES - INCLUDING
PRODUCTS AND/OR COMPLETED OPERATIONS

1	PO	X	100	1.386	\$179MP
1	PROD INCLUDED				

TOTAL ADVANCE PREMIUM (COMMERCIAL GENERAL LIABILITY INSURANCE) \$179

ADDITIONAL COVERAGES

ENDORSEMENT NUMBER	ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM
LD-4R10	NONOWNED & RENTED AUTO LIABILITY	\$80

ENDORSEMENT NUMBER	ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM
CG-2101	EXCLUSION-ATHLETIC/SPORTS PARTICIPANTS	INCLUDED

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

(CONTINUED ON NEXT PAGE)

PAGE 2

THIS COPY TO

INSURED

LD-27850 PAGE: 2,672

88259

#GLP-8268

MKT: CGS

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

SYN

POLICY ID

OGL

G1 23 59 38 A

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILLE

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

A D D I T I O N A L C O V E R A G E S C O N T ' D

DESCRIPTION OF OPERATION(S)
TO EXCLUDE BODILY
INJURY COVERAGE IN
A SPORTS CONTEST.

ENDORSEMENT NUMBER	ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM
CG-2116	EXCLUSION-DESIGNATED PROFESSIONAL SERV	INCLUDED

THIS ENDORSEMENT APPLIES TO THE FOLLOWING:

DESCRIPTION OF PROFESSIONAL SERVICES
CLUBS - CIVIC, SERVICE OR SOCIAL - NO
BUILDINGS OR PREMISES OWNED OR LEASED
EXCEPT FOR OFFICE PURPOSES - INCLUDING
PRODUCTS AND/OR COMPLETED OPERATIONS

P R E M I U M S U M M A R Y I N F O R M A T I O N

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	\$179
ADDITIONAL COVERAGES	\$80
TOTAL ADVANCE PREMIUM	\$259

F O R M S A N D E N D O R S E M E N T S

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-3R15A	EXCLUSION-ABSOLUTE POLLUTION
CG-0001	COMM GENERAL LIABILITY COV. FORM
CG-0041	AMENDMENT OF POLLUTION EXCLUSION
CG-2002	ADDL INSURED-CLUB MEMBERS
CG-2403	WAIVER OF CHARITABLE IMMUNITY
CG-0124	WI CHANGES-AMENDMENT OF POLICY COND
LD-3H21	COMMERCIAL LIABILITY INSURANCE JACKET
IL-0017	COMMON POLICY CONDITIONS
IL-0021	BROAD FORM NUCLEAR ENERGY EXCL ENDT
CG-2101	EXCLUSION-ATHLETIC/SPORTS PARTICIPANTS

(CONTINUED ON NEXT PAGE)

PAGE 3

THIS COPY TO

INSURED

LD-27850 PAGE:

2,673

88259

#GLP-8268

MKT: CGS

CIGNA

INSURANCE COMPANY OF NORTH AMERICA

SYM

POLICY ID

OGL

G1 23 59 38 A

DECLARATIONS - COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

PRODUCER BILLE

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

F O R M S A N D E N D O R S E M E N T S C O N T ' D

CG-2116 EXCLUSION-DESIGNATED PROFESSIONAL SERV
CG-2239 EXCLUSION-CAMP/CAMP GROUNDS
CG-2258 EXCL-DESC.HZDS-CARNIVALS, CIRCUS, FAIRS
CG-2407 PRODUCTS HAZARD REDEFINED
CC-3R19 GENERAL ENDORSEMENT: - CLARIFICATION ENDT
LD-4R10 NONOWNED & RENTED AUTO LIABILITY

THIS DECLARATION, AND THE COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, LISTED
ABOVE AND INCLUDED, COMPLETES THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: _____ AUTHORIZED AGENT: _____

DATE: _____

(LAST PAGE)

PAGE

4

THIS COPY TO

INSURED

LD-27850 PAGE:

2,674

88259

#GLP-8268

MKT: CGS

GENERAL ENDORSEMENT:

Named Insured			Endorsement Number
Policy Symbol OGL	Policy Number G1 23 59 38 A	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

_____ **COVERAGE PART**

GENERAL ENDORSEMENT

Exclusion - Absolute Pollution Clarification Endorsement

When LD-3R15 Exclusion - Absolute Pollution is attached to your policy, conditions of CG-0041 Amendment of Pollution Exclusion Endorsement no longer apply.

Authorized Agent

NON-OWNED AND RENTED AUTO LIABILITY

Named Insured			Endorsement Number
Policy Symbol 08L	Policy Number 61 23 59 38 A	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM**SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

Coverage	Limit of Insurance	Premium
Non-Ownership Liability	\$ 1,000,000	\$ Included
Rented Auto Liability	\$ 1,000,000	\$ Included

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

COVERAGE

If a Limit of Insurance and premium is shown in the Schedule, we will pay all sums an insured legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs during the policy period and results from: the maintenance or use of a "rented auto" by you or your employees in the course of your business; and/or the use of any "non-owned auto" in your business by any person other than you.

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this endorsement. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance shown in the Schedule or in the declarations as applicable to this endorsement has been exhausted by payment of judgements or settlements.

EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The COVERAGE A (Section 1), exclusions a, b, d, and i and the Nuclear Liability Exclusion (Broad Form) apply to this endorsement. All other exclusions in Coverage A are deleted. The following additional exclusions apply to this endorsement only:
 - a. Bodily injury:
 - (1) To an employee of the insured arising out of and in the course of employment by the insured; or
 - (2) To the spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

(Continued on Reverse)

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are, in whole or in part, either payable or required to be provided under any workers' compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

c. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, or handled for movement into, onto or from the covered "auto";
 - (b) Otherwise in the course of transit; or
 - (c) Being stored, disposed of, treated or processed in or upon the covered "auto";
- (2) Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or
- (3) After the pollutants or any property in which the pollutants are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Any loss, cost or expense arising out of any demand or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants. This includes demands, directives, complaints, "suits" or requests brought by any governmental entity or by any person or group of persons.

Pollutants means any solid, liquid, gaseous thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Paragraph C.(1)(c) does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the "auto" or its parts, if:

- (1) The pollutants escape or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and
- (2) The "bodily injury" or "property damage" does not arise out of the operation of any "mobile equipment."

Paragraphs (2) and (3) of this exclusion do not apply if:

- (1) the pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) the discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

2. WHO IS AN INSURED (SECTION II) is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Any other person using a "rented auto" with your permission;
- c. With respect to a "non-owned auto," any partner or executive officer of yours, but only while such "non-owned auto" is being used in your business;
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b., or c. above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
- b. Any partner or executive officer with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "rented auto" or the owner of a "non-owned auto" or any agent or employee of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as an Insured in the Declarations.

3. LIMITS OF INSURANCE (Section III) is replaced by the following:

Regardless of the number of "autos," insureds, premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the applicable Limit of Insurance shown in the Schedule.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

4. Paragraph 4b of Section IV — COMMERCIAL GENERAL LIABILITY CONDITION is replaced by the following:

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is covering the auto as an owned auto.

When this insurance is excess, we will have no duty under this endorsement to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limit of Insurance shown in the Schedule.

5. The following additional definitions apply:

“Accident” includes continuous or repeated exposure to the same conditions resulting in “bodily injury” or “property damage.”

“Auto business” means the business or occupation of selling, repairing, servicing, storing or parking “autos.”

“Non-owned auto” means any “auto” you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership a “non-owned auto” does not include any auto owned by any partner.

“Rented auto” means any “auto” you lease, hire, or borrow. This does not include any “auto” you lease, hire, or borrow from any of your employees or members of their households, or from any partner or executive officer of yours.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRODUCTS/COMPLETED OPERATIONS HAZARD
REDEFINED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph a. of the definition of "Products — completed operations hazard" in the DEFINITIONS Section is replaced by the following:

- a. "Products — completed operations hazard" includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION—DESCRIBED HAZARDS (CARNIVALS,
CIRCUSES AND FAIRS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

With respect to the operations of any carnival, circus, or fair, this insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of any mechanically operated amusement device; or
2. "Bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—CAMPS OR CAMPGROUNDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

With respect to the operation of any camp or campground by you or on your behalf:

- 1.** The following exclusion is added to COVERAGES A and B (Section I):

If the camp or campground owns or operates an infirmary with facilities for lodging and treatment, this insurance does not apply to "bodily injury," "property damage," "personal injury," or "advertising injury" caused by:

- a.** The rendering or failure to render:

- (1)** Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;

- (2)** Any health service or treatment;

- (3)** Any cosmetic or tonsorial service or treatment; or

- b.** The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- c.** The handling or treatment of dead bodies.

- 2.** The following exclusion is added to COVERAGE C (Section I):

We will not pay expenses for "bodily injury" to any camper.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Professional Services:

1.

2.

3.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any professional services shown in the Schedule, this insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" due to the rendering or failure to render any professional service.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

COMMERCIAL AUTO COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

FARM COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured;" or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

1. The following is added to CANCELLATION (Common Policy Conditions):

If this Coverage Part has been in effect for 60 days or is a renewal, we will not cancel this Coverage Part except for nonpayment of premium. This agreement will apply to each successive policy period for which we consent to renew or continue this Coverage Part. We are not obligated to renew or continue this Coverage Part beyond the expiration date of any annual period beginning with its original effective date, provided that, if this Coverage Part is written:

- a. Without a fixed expiration date; or
- b. For a policy period longer than one year

we may terminate this Coverage Part effective on the expiration of any such annual period by mailing to the first Named Insured at the address shown in this Coverage Part, written notice of such termination not less than 30 days prior to the expiration of such annual period. If notice is mailed, proof of mailing will be sufficient proof of notice.

Even if we have not complied with the above provisions, this Coverage Part will end on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this Coverage Part, with respect to any such insurance to which both such policies apply.

2. The following is added to CHANGES (Common Policy Conditions):

If one of our agents knows of a fact that breaches a condition of this Coverage Part, we will be considered to have knowledge of this same fact if:

- a. The agent knows of this fact at the time the Coverage Part is issued or an application is made; or
- b. The agent later learns of this fact in the course of his dealings as an agent with you.

Any fact that breaches a condition of this Coverage Part and is known to the agent prior to loss shall not void the Coverage Part or prevent a recovery in the event of loss.

3. If a "suit" is brought in Wisconsin, Condition 3. LEGAL ACTION AGAINST US (Section IV) is replaced by the following:

3. LEGAL ACTION AGAINST US

A person or organization may sue us directly to recover damages allegedly caused by you or join us as a defendant in a suit brought against you for damages. But we will not be liable for damages that are in excess of the Limit of Insurance.

4. The following is added to Condition 6. REPRESENTATIONS (Section IV):

No misrepresentation or breach of affirmative warranty made by you or on your behalf in the negotiation of this Coverage Part affects our obligation under this Coverage Part unless:

- a. We rely on it and it is either material or made with intent to deceive; or
- b. The facts misrepresented or falsely warranted contribute to the loss.

No failure of a condition before the loss and no breach of a promissory warranty affects our obligation under this Coverage Part unless such failure or breach:

- a. Exists at the time of the loss; and
- b. Either increases the risk at the time of the loss or contributes to the loss.

The provisions of this condition do not apply to nonpayment of premium.

5. Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV) is replaced by the following:

In the event of any payment under this Coverage Part, we will be entitled to the insured's rights of recovery against any person or organization and the insured will do whatever is necessary to secure such rights. We will be entitled to a recovery only after the insured has been fully compensated for damages.

6. Any WHEN WE DO NOT RENEW Condition (Section IV) is deleted.

The following Condition is added:

WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. Even if we do not comply with these terms, this Coverage Part will terminate:

1. On the expiration date, if:
- a. The first Named Insured has notified us that he does not want to renew this Coverage Part;
- or

- b. We mail notice of renewal premium due to the first Named Insured, not more than 45 days or less than 10 days before expiration date which states that the Coverage Part will end if the first Named Insured has not paid the renewal premium before such expiration date.**

- 2. On the effective date of any other insurance policy issued as replacement for any insurance afforded by this Coverage Part, with respect to insurance to which both policies apply.**

If notice is mailed proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF CHARITABLE IMMUNITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any charitable immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—CLUB MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to exclusion f. of COVERAGE A (Section I):

Subparagraphs (a) and (d)(i) of paragraph (1) of this exclusion do not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II — WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V — DEFINITIONS.

SECTION I — COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B. This insurance applies only to "bodily injury" and "property damage" which occurs during the policy period. The "bodily injury" or "property damage" must be caused by an "occurrence." The "occurrence" must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE;
- (2) We may investigate and settle any claim or "suit" at our discretion; and
- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.

2. Exclusions.

This insurance does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract;" or
- (2) That the insured would have in the absence of the contract or agreement.

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. "Bodily injury" to:

- (1) An employee of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

COMMERCIAL GENERAL LIABILITY
COVERAGE FORM

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

(a) At or from premises you own, rent or occupy;

(b) At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or

(d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:

(i) if the pollutants are brought on or to the site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) Any loss, cost, or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2), or f.(3) of the definition of "mobile equipment" (Section V.8).

h. "Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. "Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in your care, custody or control;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

k. "Property damage" to "your product" arising out of it or any part of it.

l. "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work;" or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product;"

(2) "Your work;" or

(3) "Impaired property;"

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in SECTION III — LIMITS OF INSURANCE.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:

(1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE;

(2) We may investigate and settle any claim or "suit" at our discretion; and

(3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

b. This insurance applies to "personal injury" only if caused by an offense:

(1) Committed in the "coverage territory" during the policy period; and

(2) Arising out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.

c. This insurance applies to "advertising injury" only if caused by an offense committed:

(1) In the "coverage territory" during the policy period; and

(2) In the course of advertising your goods, products or services.

2. Exclusions.

This insurance does not apply to:

a. "Personal injury" or "advertising injury:"

(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

(4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

COMMERCIAL GENERAL LIABILITY
COVERAGE FORM

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory," and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions.

We will not pay expenses for "bodily injury:"

a. To any insured.

b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. To a person injured on that part of premises you own or rent that the person normally occupies.

d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. To a person injured while taking part in athletics.

f. Included within the "products-completed operations hazard."

g. Excluded under Coverage A.

h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.

2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.

5. All costs taxed against the insured in the "suit."

6. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II — WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, none of these employees is an insured for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or
 - (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
 - (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
- b. Any person (other than your employee), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. "Bodily injury" to a co-employee of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
 4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C; and
 - b. Damages under Coverage A and Coverage B, except damages because of injury and damage included in the "products-completed operations hazard."
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard."
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence."
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit.

a. You must see to it that we are notified promptly of an "occurrence" which may result in a claim. Notice should include:

(1) How, when and where the "occurrence" took place; and

(2) The names and addresses of any injured persons and witnesses.

b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance.

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance.

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"

(2) That is Fire insurance for premises rented to you; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V — DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
- c. All parts of the world if:

(1) The injury or damage arises out of:

(a) Goods or products made or sold by you in the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

**COMMERCIAL GENERAL LIABILITY
COVERAGE FORM**

5. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a.** The repair, replacement, adjustment or removal of "your product" or "your work;" or
- b.** Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

- a.** A lease of premises;
- b.** A sidetrack agreement;
- c.** An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d.** Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e.** An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f.** An elevator maintenance agreement; or
- g.** That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- a.** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (1)** Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- b.** Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in a. above and supervisory, inspection or engineering services; or

- c.** That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto;"
- b.** While it is in or on an aircraft, watercraft or "auto;" or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e.** Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;

- f.** Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"

- (1)** Equipment designed primarily for:
 - (a)** Snow removal;

- (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
10. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
11. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
- (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned.
- b. "Your work" will be deemed completed at the earliest of the following times:
- (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- c. This hazard does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
 - (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.
12. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.
13. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
14. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. and b. above.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
15. "Your work" means:
- a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in a. or b. above.

EXCLUSION — ABSOLUTE POLLUTION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATION LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY — NEW YORK**

Any exclusion in the policy relating to the actual, alleged, or threatened discharge, dispersal, release or escape of pollutants and any loss, costs, or expense arising therefrom is replaced by the following:

“bodily injury” or “property damage” arising out of or in any way related to the actual, alleged, or threat-ened discharge, dispersal, release or escape of pollutants by whomever caused, including, but not limited to, into or upon land, the atmosphere or any watercourse or body of water, including underground water or water table supplies.

This insurance also does not apply to any cost or expense arising out of any demand or request that an insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any pollutants. This includes demands, directives, complaints, suits, or requests brought by any governmental entity or by any person or group of persons.

We shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for damages, or any other relief.

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapors, soot, fumes, acids, alkalis, chemicals and wastes, including materials to be recycled, recondi-tioned, or reclaimed.

This exclusion does not apply to:

“Bodily injury” or “property damage” caused by heat, smoke or fumes from a hostile fire:

- (a) At or from premises you own, rent, or occupy; or
- (b) At or from any site or location on which you or any of your contractors working directly or indirectly on your behalf are performing operations, if pollutants are brought on or to the site in connection with such operations.

A hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Authorized Agent

(Attach Coverage Part Here)

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract when countersigned by our authorized representative.

Harry E. Hoyt
HARRY E. HOYT, Secretary

AETNA INSURANCE COMPANY
Hartford, Connecticut

David J. Prentiss
DAVID J. PRENTISS, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

AETNA FIRE UNDERWRITERS INSURANCE COMPANY
Hartford, Connecticut

David J. Prentiss
DAVID J. PRENTISS, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

BANKERS STANDARD INSURANCE COMPANY
Hialeah, Florida

Wilson H. Taylor
WILSON H. TAYLOR, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

CENTURY INDEMNITY COMPANY
Hartford, Connecticut

David J. Prentiss
DAVID J. PRENTISS, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

CIGNA INSURANCE COMPANY
Los Angeles, California

Wilson H. Taylor
WILSON H. TAYLOR, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA
New York, New York

Michael J. Kevany
MICHAEL J. KEVANY, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, Pennsylvania

Wilson H. Taylor
WILSON H. TAYLOR, President

Harry E. Hoyt
HARRY E. HOYT, Secretary

PACIFIC EMPLOYERS INSURANCE COMPANY
Los Angeles, California

Wilson H. Taylor
WILSON H. TAYLOR, President

INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

GENERAL LIABILITY POLICY

STANDARD PROVISIONS

A Stock Insurance Company, herein called the Company

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the Named Insured as follows:

COVERAGE

Coverage is afforded under this policy in accordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the Insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the Insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed,

- (2) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed, or

- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and have a compartment height not exceeding four feet;

DEFINITIONS CONTINUED

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the Named Insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"Insured" means any person or organization qualifying as an Insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"Named Insured" means the person or organization named in the declarations of this policy;

"Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Named Insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the Insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Insured under an incidental contract.

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This exclusion modifies the provisions of this policy relating to ALL LIABILITY AND MEDICAL PAYMENTS
INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

This policy does not apply:

a. Under any Liability Coverage, to bodily injury or property damage:

- (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;

c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;

d. As used in this Exclusion:

- (1) "Hazardous properties" include radioactive, toxic or explosive properties;
- (2) "Nuclear material" means source material, special nuclear material or by-product material;
- (3) "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- (5) "Waste" means any waste material (a) containing by-product material other than tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.
- (6) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the Named Insured the unearned portion paid by the Named Insured.

The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The Insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
- (c) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or damage with respect to which insurance is afforded under this policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

CONDITIONS CONTINUED

5. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers

and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

8. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance as is afforded by this policy shall apply (1) to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy

If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation

This policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the INSURANCE COMPANY OF NORTH AMERICA has caused this policy to be signed by its President and a Secretary at Philadelphia, Pennsylvania, and countersigned on the Declarations page by a duly Authorized Agent of the Company.


HARRY E. HOYT, Secretary


WILSON H. TAYLOR, President



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 60 95 94 49 8

PRODUCER BILL

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

POLICY IS: RENEWAL OF POLICY NO. 604221692

NAMED INSURED IS: OTHER
OCCUPATION: CIVIC AND SOCIAL ASSOCIATION

POLICY PERIOD: FROM 12/31/86 TO 12/31/87 12:01 A.M., STANDARD TIME
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD: NOT SUBJECT TO AUDIT

ADVANCE PREMIUM (TOTAL) \$268

COVERAGES AND LIMITS OF LIABILITY

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND COVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE TERMS OF THE POLICY HAVING REFERENCE THERETO.

COVERAGE PARTS

LIMITS OF LIABILITY

BODILY INJURY AND PROPERTY DAMAGE COMBINED

COMPREHENSIVE GENERAL
LIABILITY INSURANCE

EACH
OCCURRENCE
\$1,000,000

AGGREGATE
\$1,000,000

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

1 N50 W16328 PIN OAK COURT, MENOMONEE FALLS, WI



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP GO 95 94 49 8

PRODUCER BILL

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENDOTA FALLS, WI 53051

SCHEDULE OF COVERAGES

THE CLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS:
FIRST LINE

CLASS CODE CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

LOCATION COVERAGE PREMIUM BASIS CODE EXPOSURE RATE PREMIUM

WHEN USED AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY:

U-UNITS - PER UNIT

COMPREHENSIVE GENERAL LIABILITY INSURANCE

THE FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

1-86415

CLUBS - CIVIC, FRATERNAL, LUNCHEON, SERVICE OR
SOCIAL - NO BUILDINGS OR PREMISES OWNED OR
LEASED EXCEPT FOR OFFICE PURPOSES - INCLUDING
COMPLETED OPERATIONS AND PRODUCT COVERAGE

1	BI	U	100	.9980	100
	PD	U	100	.0840	63MP

ESCALATORS HAZARD (NUMBER AT PREMISES)

NONE KNOWN AT INCEPTION -

COVERED, IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP 60 95 94 49 8

PRODUCER BILL

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

SCHEDULE OF COVERAGES CONT'D

INDEPENDENT CONTRACTORS HAZARD

3-17982

OPERATIONS - NCC

BI
PDIF ANY
IF ANY30.8750
19.9290

PRODUCTS - COMPLETED OPERATIONS HAZARD

5-86990

CLUBS - INCLUDING LODGES, FRATERNAL ORDERS AND
SORORITIESBI
PDIF ANY
IF ANY88.0000
54.1910

TOTAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE)

\$163

ADDITIONAL COVERAGES

ENDORSEMENT NUMBER	CLASS CODE	ENDORSEMENT DESCRIPTION	PREMIUM
DA-3848		HIRED & NON-OWNERSHIP AUTO LIAB. ENDT.	\$80

ENDORSEMENT NUMBER	ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM
-----------------------	---	---------

LD4F02

PRODUCTS HAZARD EXCEPTIONS

THIS ENDORSEMENT APPLIES TO THE FOLLOWING OPERATION(S):

86415

CLUBS - CIVIC, FRATERNAL, LUNCHEON, SERVICE OR
SOCIAL - NO BUILDINGS OR PREMISES OWNED OR
LEASED EXCEPT FOR OFFICE PURPOSES - INCLUDING
COMPLETED OPERATIONS AND PRODUCT COVERAGE

LD-9F96

(CONTINUED ON NEXT PAGE)

PAGE 3

COPIES OF THIS DOCUMENT HAVE BEEN SENT TO:

INSURED

8268 EARLY

861008 NT



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP GO 95 94 49 8

PRODUCER BILL

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MILWAUKEE RADIC AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

ADDITIONAL COVERAGES CONT'D

LD4F03 PRODUCTS HAZARD REDEFINED
THIS ENDORSEMENT APPLIES TO THE FOLLOWING OPERATION(S):
86990 CLUBS - INCLUDING LODGES, FRATERNAL ORDERS AND
SORORITIES

LD4F47 BROAD FORM COMPREHENSIVE G L ENDORSEMENT \$25
UNDER THIS ENDORSEMENT THE PREMIUM CALCULATION IS AS FOLLOWS:
15.0% OF THE TOTAL GENERAL LIABILITY BODILY INJURY
AND PROPERTY DAMAGE PREMIUM AS OTHERWISE
DETERMINED

TOTAL ADVANCE PREMIUM (ADDITIONAL COVERAGE) \$105

PREMIUM SUMMARY INFORMATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE	\$163
ADDITIONAL COVERAGES	\$105
TOTAL ADVANCE PREMIUM	\$268

FORMS AND ENDORSEMENTS

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION:

LD-9F97A GENERAL LIAB. STD. PROV. JACKET
LD-9F72 COMPREHENSIVE GENERAL LIABILITY INS.
LD-6L67 ABSOLUTE POLLUTION EXCLUSION ENDT
DA-3B48 HIRED & NON-OWNERSHIP AUTO LIAB. ENDT.
GL-2001 ADDITIONAL INSURED (CLUB MEMBERS)
GL-2101 EXCLUSION (ATHLETIC PARTICIPANTS)
GL-2109 EXCLUSION (FAIRS)
GL-2204 CARNIVALS OR CIRCUSES
GL-0124 AMEND CF POLICY PROVISIONS- WISCONSIN
GL-0C19 G.L.-AMENDATORY ENDT-ADDL DEFINITION
LD-4F02 PRODUCTS HAZARD EXCEPTIONS
LD-4F03 PRODUCTS HAZARD REDEFINED

LD-9F96

(CONTINUED ON NEXT PAGE)

PAGE 4

COPIES OF THIS DOCUMENT HAVE BEEN SENT TO:

INSURED

8268 EARLY

861008 NI



INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP GO 95 94 49 8

PRODUCER BILL

DECLARATIONS - GENERAL LIABILITY POLICY

NAMED INSURED

MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 W16328 PIN OAK CCRFT
MENOMONEE FALLS, WI 53051

FORMS AND ENDORSEMENTS CONT'D

LD-4F15A SINGLE LIMIT OF LIAB-SINGLE AGGREGATE
LD-4F47A BROAD FORM COMPREHENSIVE G L ENDORSEMENT
LD-4F48A BROAD FORM COMPREHENSIVE G L ENDORSEMENT
GL-2116 EXCLUSION-C PROFESSIONAL SERVICES
GL-2002 ADDITIONAL INSURED-MEMBERS
CC-1E15 FORM GL2001 IS DELETED

THIS DECLARATION AND COVERAGE PART(S), WITH POLICY STANDARD PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE, ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

COUNTERSIGNED AT:

DATE:

Park Ridge, Ill.
1/6/86

AUTHORIZED AGENT:

Terence D. Bernier



COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

I. COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of

- A. bodily injury or
- B. property damage

to which this insurance applies, caused by an occurrence and the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the Insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any Insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any Insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any Insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any Insured;but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the Insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the Insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages, or

(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the Insured or his indemnitee as an owner or lessor described in (2) above;

- (i) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the Insured under an incidental contract;
- (k) to property damage to
 - (1) property owned or occupied by or rented to the Insured,
 - (2) property used by the Insured, or
 - (3) property in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the Named Insured;
- (l) to property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or
 - (2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;
- (n) to property damage to the Named Insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of the use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
 - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
 - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

(over)

II. PERSONS INSURED

Each of the following is an Insured under this insurance to the extent set forth below:

- (a) if the Named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;
 - (b) if the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
 - (c) if the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
 - (d) any person (other than an employee of the Named Insured) or organization while acting as real estate manager for the Named Insured; and
 - (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the Named Insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
- provided that no person or organization shall be an Insured under this paragraph (e) with respect to:
- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
 - (2) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the Named Insured.

Coverages A and B—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

When used in the declarations as a basis of premium for this coverage:

- (1) "admissions" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- (2) "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the Named Insured other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;
- (3) "receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division;
- (4) "cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;
- (5) "sales" means the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured and such others collect as a separate item and remit directly to a governmental division.

ABSOLUTE POLLUTION EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

It is agreed that any exclusion in the policy relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

This insurance also does not apply to any cost or expense arising out of any governmental demand or request that an Insured test for, assess, monitor, clean-up, remove, contain, treat, detoxify, or neutralize any such irritants, contaminants or pollutants.

This Company shall not have the duty to defend any claim or suit seeking to impose such costs, expenses, liability for such damages, or any other relief.

Authorized Agent



HIRED AUTOMOBILE AND NON-OWNERSHIP AUTOMOBILE
LIABILITY INSURANCE ENDORSEMENT
(GENERAL LIABILITY POLICIES)

Named Insured

Effective

Policy Number

Issued By (Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

TOTAL PREMIUM ▶ \$ 30.00 Incl.

SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by ☒ and by a specific premium charge or charges herein.
Limit of Liability: \$ 1,000,000. CST. each occurrence.

☒ SCHEDULE FOR NON-OWNERSHIP LIABILITY COVERAGE

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	0-25	\$ 40.
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$ 40.
Minimum Premium, if applicable: \$ 40.			TOTAL PREMIUM \$

☒ SCHEDULE FOR HIRED AUTOMOBILE LIABILITY COVERAGE

LIABILITY INSURANCE—RATING BASIS: COST OF HIRE			
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	PREMIUM
	\$ IF ANY	\$	\$ 40.
Minimum Premium: \$ 40.			TOTAL PREMIUM \$ 40.

When used as a premium basis:

"Cost of hire" means the total amount incurred for the hire of automobiles not including charges for services performed by motor carriers of property or passengers which are subject to the compulsory insurance requirements of any motor carrier law or regulation.

In consideration of the payment of premium and subject to all the terms of this endorsement, the Company agrees with the Named Insured as follows:

I. BODILY INJURY OR PROPERTY DAMAGE LIABILITY COVERAGE

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury or property damage to which this insurance applies, caused by an occurrence and arising out of the use of any

- (a) non-owned automobile, or
- (b) hired automobile

in the business of the Named Insured by any person other than the Named Insured, and the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. But the Company shall not be obligated to pay any claim or judgment or to defend any suit after applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the Insured under any contract or agreement;
- (b) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation or disability benefits law, or under any similar law;
- (c) to bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury. But this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the Insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law.



GL 20 01
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

ADDITIONAL INSURED

(Club Members—Civic, Fraternal, Luncheon, Service or Social)

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.
2. The insurance does not apply to bodily injury or property damage arising out of
 - (a) activities conducted by the named insured to which the public is admitted if an admission fee is charged by the named insured;
 - (b) the use of buildings or premises, other than offices, owned by or rented to the named insured, except premises hired or rented only for specified days for meeting purposes; or
 - (c) the use of premises occupied by the named insured for purposes other than meetings of members and guests.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

EXCLUSION

(Athletic Participants)

It is agreed that with respect to operations described below or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the named insured.

Description of Operations:



GL 21 09
(Ed. 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

EXCLUSION

(Fairs)

It is agreed that the insurance applies with respect to the operation of any fair out of doors subject to the following additional exclusions:

The insurance does not apply

1. to **bodily injury or property damage** arising out of
 - (a) mechanically operated amusement devices owned or operated by the named insured,
 - (b) automobile or motorcycle racing or stunting,
 - (c) rodeos, or
2. to **bodily injury** to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the named insured.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE**

CARNIVALS AND CIRCUSES

It is agreed that with respect to the operations of any carnival or circus, the insurance does not apply:

- (a) to **bodily injury** or **property damage** arising out of any mechanically operated amusement device, or
- (b) to **bodily injury** to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the named insured.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____

(Authorized Representative)

AMENDMENT OF POLICY PROVISIONS FOR GENERAL-AUTOMOBILE LIABILITY INSURANCE—WISCONSIN

When this policy is issued or delivered in the State of Wisconsin it is agreed that:

1. Paragraph (a) of the Condition entitled "Insured's Duties in the Event of Occurrence, Claim or Suit" is amended to read:

Insured's Duties in the Event of Occurrence, Claim or Suit

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as reasonably possible.

2. Paragraphs (b) and (c) of the Automobile Physical Damage Insurance Condition entitled "Named Insured's Duties in Event of Loss" are amended to read:

(b) give notice thereof (i) to the company or any of its authorized agents within 20 days following the date the loss occurs, provided that failure to give such notice within the time specified shall not invalidate any claim made by the named insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that such notice was given as soon as reasonably possible, and also (ii) in the event of theft or larceny, promptly to the police;

(c) file with the company, within 91 days after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and, upon the company's request, shall exhibit the damaged property and submit to examination under oath; however, if proof of loss is filed as soon as possible and within one year after the time limit, failure to file proof of loss within the time limit shall not invalidate or reduce any claim by the named insured unless the company is prejudiced thereby and it was reasonably possible to meet the time limit.

3. The Condition entitled "Changes" is amended to read:

Changes. The terms of this policy shall not be changed, except by endorsement issued to form a part of this policy.

Knowledge by an agent of the company of any fact which breaches a condition of the policy shall be knowledge of the company if such fact is known to the agent at the time the policy is issued or an application made or thereafter becomes known to the agent in the course of his dealings as an agent with the named insured. Any fact which breaches a condition of the policy and is known to the agent prior to loss shall not void the policy or defeat a recovery thereon in the event of loss.

4. The following paragraph is added to the Condition entitled "Declarations":

No misrepresentation or breach of affirmative warranty made by the named insured or in his behalf in the negotiation of this policy affects the company's obligation under this policy unless the company relies on it and it is either material or made with intent to deceive, or unless the facts misrepresented or falsely warranted contribute to the loss. No failure of a condition prior to the loss and no breach of a promissory warranty affects the company's obligation under this policy unless it exists at the time of the loss and either increases the risk at the time of loss or contributes to the loss. The provisions of this condition do not apply to failure to render payment of premium.

5. With respect only to such insurance as is afforded by the policy for bodily injury liability or property damage liability arising out of the ownership, maintenance or use of motor vehicles:

(a) The company shall not cancel nor refuse to renew this policy solely because of the age, sex, residence, race, color, creed, religion, national origin, ancestry, marital status or occupation of any person who is an insured under this policy.

(b) If the named insured is an individual, the "Persons Insured" provision is amended to include as an insured any person using a motor vehicle owned by the named insured which is designed to transport or draw persons or property on the public highways with the permission of an adult member of the named insured's household other than a chauffeur or domestic servant, and any other person or organization but only with respect to his or its liability because of acts or omissions of such an insured.

6. If an action for bodily injury or property damage is brought in Wisconsin, the Condition entitled "Action Against Company" is amended to read:

Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance by the insured with all of the terms of this policy.

Any person or organization or the legal representative thereof who has secured a judgment against the insured shall be entitled to recover under this policy to the extent of the insurance afforded by this policy. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

7. The following Conditions are added:

A. Cancellation by Company Limited

After this policy has been in effect for sixty days or, if this policy is a renewal, effective immediately, the company shall not exercise its right to cancel the insurance unless the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, whether payable directly to the company or its agent or indirectly under any premium finance plan or extension of credit.

This agreement shall apply to each successive policy period for which the company consents to renew or continue this policy but nothing herein shall obligate the company to renew or continue this policy beyond the expiration of any annual period commencing with its original effective date, provided that, if this policy is written without a fixed expiration date or for a policy period longer than one year, this policy may be terminated by the company effective on the expiration of any such annual period by mailing to the insured named in Item 1 of the declarations at the address shown in this policy, written notice of such termination not less than thirty days prior to the expiration of such annual period. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice by the company shall be equivalent to mailing.

Notwithstanding the failure of the company to comply with the foregoing provisions of this Condition, this policy shall terminate on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this policy, with respect to any such insurance to which both such policies apply.



AMENDMENT OF POLICY PROVISIONS FOR GENERAL-AUTOMOBILE
LIABILITY INSURANCE—WISCONSIN (Continued)

GL 01 24
(Ed. 08 77)

B. Renewal

If the company elects not to renew this policy, it shall mail to the insured named in item 1 of the declarations at the address shown in this policy, written notice of such non-renewal not less than thirty days prior to the expiration date.

Notwithstanding the failure of the company to comply with the foregoing provision, this policy shall terminate

1. on such expiration date, if

- (a) the named insured has notified the company or its agent that he does not wish this policy to be renewed, or

- (b) if the company has mailed notice of renewal premium due to the named insured not more than 45 days nor less than 10 days prior to the expiration date, stating clearly that the policy will terminate on the expiration date if the named insured has failed to pay the renewal premium by such expiration date;

2. on the effective date of any other insurance policy issued as a replacement for any insurance afforded by this policy, with respect to any such insurance to which both such policies apply.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice shall be equivalent to mailing.



GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

GL 00 19 07 78

PRODUCTS HAZARD EXCEPTIONS

Named Insured

Effective

Policy Number

Issued By (Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

It is agreed that the products hazard does not include bodily injury or property damage arising out of the Named Insured's products manufactured, sold, handled or distributed in connection with:

1. the use of any premises owned by or rented to the Named Insured, or
2. any operation conducted by or on behalf of the Named Insured,

where such premises or such operations are designated in the declarations as subject to this endorsement.

Authorized Agent



PRODUCTS HAZARD REDEFINED

Named Insured

Effective

Policy Number

Issued By (Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

As respects any premises or any operations designated in the declarations as subject to this endorsement, it is agreed that with respect to bodily injury or property damage arising out of the Named Insured's products manufactured, sold, handled or distributed

(1) on, from or in connection with the use of such premises, or

(2) in connection with the conduct of such operations, when conducted by or on behalf of the Named Insured,

the definition of "products hazard" is amended to read as follows:

"products hazard" includes bodily injury and property damage arising out of (a) the Named Insured's products or (b) reliance upon a representation or warranty made with respect thereto; but only if the bodily injury or property damage occurs after physical possession of such products has been relinquished to others;"

**AMENDMENT — LIMITS LIABILITY
(Single Limit)
(Policy Aggregate Limit)**

Named Insured

Effective

Policy Number

Issued By (Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE**

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

- (a) The Limit of liability stated in the declarations of this policy as applicable to "each occurrence" is the total limit of the Company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security, or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the Company's liability.
- (b) If an aggregate amount is stated in the declarations, then, subject to the above provision respecting "each occurrence" the total liability of the Company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date, shall not exceed the limit of liability stated in the declarations of this policy "aggregate".
- (c) For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Authorized Agent

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Named Insured

Effective

Policy Number

Issued By (Name of Insurance Company)

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

SCHEDULE

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability \$ _____ Aggregate

Limit of Liability — Premises Medical Payments Coverage: \$1,000 each Person unless otherwise indicated herein.

\$ _____ each person.

Limit of Liability — Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein.

\$ _____ per occurrence.

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the Named Insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the Insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the Insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such Insured, including

(a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

(b) supervisory, inspection or engineering services;

(3) if the indemnitee of the Insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

(a) the preparation or approval or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage.

(4) to any obligation for which the Insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project.

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

NOTE: This endorsement, in its entirety, consists of Forms LD-4F47b and LD-4F48a.

underpass or crossing; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c), (2), (d) and (e).

(D) The following additional condition applies:

Arbitration

The Company shall be entitled to exercise all of the Insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the Named Insured's business, within the policy territory, and, the Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

- (1) to liability assumed by the Insured under any contract or agreement;
- (2) to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the Insured;
- (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance;
- (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right to privacy, made by or at the direction of the Insured with knowledge of the falsity thereof;
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the declarations of the policy as a Named Insured;
- (6) to advertising injury arising out of
 - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
 - (a) to any Insured in the business of advertising, broadcasting, publishing or telecasting, or
 - (b) to any injury arising out of any act committed by the Insured with actual malice.

(C) Limits of Liability

Regardless of the number of (1) Insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury the total limit of the Company's liability under this coverage for all damages shall not exceed the limit of liability stated in the declarations as subject to this endorsement, or in the schedule of this endorsement, as "aggregate".

Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the Named Insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

1. false arrest, detention, imprisonment, or malicious prosecution;
2. wrongful entry or eviction or other invasion of the right of private occupancy;
3. a publication or utterance

(a) of a libel or slander or other defamatory or disparaging material, or

(b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the Named Insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the Named Insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

(b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

(2) arising out of

(a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

(b) the operation or use of any snowmobile or trailer designed for use therewith;

(i) owned or operated by or rented or loaned to any insured, or

(ii) operated by any person in the course of his employment by any insured;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of

(a) any watercraft owned or operated by or rented or loaned to any insured, or

(b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodily injury

(1) included within the completed operations hazard or the products hazard;

(2) arising out of operations performed for the Named Insured by independent contractors other than

(a) maintenance and repair of the insured premises or

(b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

**BROAD FORM COMPREHENSIVE GENERAL LIABILITY
ENDORSEMENT (continued)**

(3) resulting from the selling, serving or giving of any alcoholic beverage

(a) in violation of any statute, ordinance or regulation,

(b) to a minor,

(c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person,

if the Named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the Named Insured is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

(1) to the Named Insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;

(2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of insured premises or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law.

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis.

(6) if the Named Insured is a club, to any member of the Named Insured.

(7) if the Named Insured is a hotel, motel, or tourist court, to any guest of the Named Insured.

(D) to any medical expense for services by the Named Insured, any employee, thereof or any person or organization under contract to the Named Insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person", is the limit of the Company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the Company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applied to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the Named Insured with respect to which the Named Insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

LD-4F48a (GL 04 04 Ed 3-81)

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the Insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the Named Insured's business, provided the Named Insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages

V. FIRE LEGAL LIABILITY COVERAGE — REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the Named Insured, including fixtures permanently attached thereto, if such property damage arises out of fire:

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the Insured under any contract or agreement.

(B) The limit of property damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule of this endorsement.

(C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion hereof), available to the Insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Conditions of the policy is amended accordingly.

**VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE
(Including Completed Operations)**

The insurance for property damage liability applies, subject to the following additional provisions:

(A) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the Insured, or, except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping.

(2) except with respect to liability under a written sidetrack agreement or the use of elevators

(a) to property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,

(b) to tools or equipment while being used by the Insured in performing his operations,

(c) to property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,

(d) to that particular part of any property, not on premises owned by or rented to the Insured,

(i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or
(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;

(3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the Company's manual as "including completed operations", to property damage to work performed by the Named Insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith,

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the Insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly; or
- (2) any Insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.
- (3) injury caused by any indemnitee if such Indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE

(under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the Named Insured nor being used to carry persons or property for a charge.

Where the Insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the Company under this endorsement, there shall be no contribution or participation by this Company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any Insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to premises medical payments coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and advertising injury and personal injury coverages, under the provision "Persons Insured", the following are added as insureds:

(A) Spouse—Partnership—If the Named Insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the Named Insured.

(B) Employee—Any employee (other than executive officers) of the Named Insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- (a) to bodily injury or personal injury to another employee of the Named Insured arising out of or in the course of his employment;
- (b) to personal injury or advertising injury to the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
- (c) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of Named Insured, or by the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof or by the spouse of any of the foregoing.

XII. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the Insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE — NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word Insured shall include as Named Insured any organization which is acquired or formed by the Named Insured and over which the Named Insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury and advertising injury with respect to which such new organization under this policy is also an Insured under any other similar liability or indemnity policy or would be an Insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the Named Insured.

(End)



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

EXCLUSION

(Malpractice and Professional Services)
(Form C)

It is agreed that with respect to any operation described below or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury or property damage due to the rendering of or failure to render any professional service.

Description of Operations:



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

ADDITIONAL INSURED

(Club Members—Civic, Fraternal, Luncheon, Service or Social)

It is agreed that the "Person Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Additional Insured (Club Members) Endorsement GL2001 is deleted from policy.

NOTICE TO POLICYHOLDER

In accordance with the Insurance Code of the State of Illinois, effective October 1, 1977, it is a requirement that you be notified as to whom you might wish to contact should you have a complaint regarding this contract.

Address your complaint to:

Customer Service Representative
First Federal Building
1699 East Woodfield
P.O. Box 400
Schaumburg, Illinois 60195

If you wish to contact the Department of Insurance of the State of Illinois, the address is:

Public Service Division
Department of Insurance
Springfield, Illinois 62767

CC-1D61 Ptd. in U.S.A.

Albert H. Wohlers & Co.

Insurance

BROKERS • CONSULTANTS • ADMINISTRATORS

Serving clients in 50 States, Canada, Central America, Europe and the Far East

IMPORTANT MESSAGE . . .
Please Read This Letter

Dear Club Leader:

Enclosed is your premium notice and renewal policy for your ARRL Club Liability Insurance Plan.

You will note that there may be a change in your premium for this vital protection. The premiums are based on the size of your club and the current premium rate applicable to insureds in your state.

We feel confident that you will be unable to purchase coverage as broad as this policy offers at a lower premium rate.

Remember -- every time your club holds a meeting or sponsors a hamfest you leave yourself and other officials open to a potential lawsuit. As the sponsoring organization you could be accused of negligence that results in bodily injury or damage . . . and be held responsible for damages.

Please return the enclosed premium notice with your premium payment as soon as possible.

Thank you for giving us this opportunity to be of service to you and your club.

Sincerely,



Susanne K. Chakos

SKC/kl
Enc.

P.S. Don't delay . . . there is no grace period on your policy . . . we must receive your premium by December 31, 1986.





MILWAUKEE RADIO AMATEURS CLUB, INC.
H. CHARLES KAETEL
N50 WI6328 PIN OAK COURT
MENOMONEE FALLS, WI 53051

Date: 8/26/87

Re: Company: INSURANCE COMPANY OF NORTH AMERICA
Policy Number: GLP GO 95 94 49 8
Expiration Date: 12/31/87

NOTICE OF POLICY NONRENEWAL AND CONVERSION

A major revision has recently taken place in the insurance industry's standard policy forms. Therefore, CIGNA Companies are revising most property, general liability, package and umbrella liability insurance policies, including your policy listed above.

Although we stand ready to provide you uninterrupted insurance protection, state law necessitates that we notify you that the policy listed above will not be renewed after the expiration of its current term. Coverage provided by that policy will end as of the expiration date shown above. Our reason for nonrenewal is that we have withdrawn your old policy and replaced it with a new one.

WE RESPECTFULLY REQUEST THE OPPORTUNITY TO CONTINUE TO PROVIDE YOU UNINTERRUPTED COVERAGE WITH OUR NEW POLICY.

Please take a few moments to read the Description of Changes pamphlet which is enclosed. It describes in detail how the new policy is different from your current policy.

In addition, you will need to decide what coverages and limits your new policy should have. If you have not already done so, please discuss this important matter with your agent or broker as soon as possible.

You are important to us. We want to continue to help you meet your insurance needs. For us to do this, and to make sure you have uninterrupted coverage, it is important that we know, as quickly as possible, what coverages and limits you and your agent or broker have selected.

We appreciate the continued opportunity to serve as your insurance carrier.

Eugene F. McDonald

Eugene F. McDonald
Asst. Vice President
Customer Relations

cc: ALBERT H WOHLERS & CO NA & AMERICAN
RADIO RELAY LEAGUE
CHAPTER LIABILITY PROGRAM
1500 HIGGINS RD
PARK RIDGE, IL. 60068

1-800-555-1212

800 DIRECTORY
↑

800-323-2106

WOMERS & CO.

↑
Pam STONELAKE.

DESCRIPTION OF CHANGES **Liability Coverages**

**COMPREHENSIVE GENERAL LIABILITY POLICY,
STANDARD MULTI-PERIL POLICY, OR
TEXAS MULTI-PERIL POLICY**

**AND
NEW COMMERCIAL GENERAL LIABILITY POLICY
OCCURRENCE FORM**

ty and Casualty Companies

CIGNA

RANCE SERVICES OFFICE, INC., 1985

U.S.A.

NEW COMMERCIAL GENERAL LIABILITY POLICY

Description of Changes

This pamphlet is not your policy. It merely summarizes many of the changes in policy terms, coverages and conditions between the Comprehensive General Liability contract (or the Section II Liability portion of an SMP and TMP policy) and the new Commercial General Liability contract, Occurrence form.

When received, READ YOUR POLICY CAREFULLY to determine rights, duties, and what is and is not covered. Only the provisions of your policy determine the scope of your insurance protection. Further, any new Commercial General Liability contract issued to you may contain special endorsements modifying the basic policy outlined in this pamphlet.

CHANGES INTRODUCED BY THE NEW POLICY

Policies providing general liability coverage have been revised. They are printed in a new "easy-to-read" format and contain some coverage changes.

The differences between your current liability coverage and the new Commercial General Liability contract, Occurrence form are outlined in the comparison which follows. Except as may be modified by endorsement, major changes include:

- **Scope of Coverage.** The new policy incorporates the coverages most commonly sought in the marketplace. Previously, many of these coverages were provided only by special forms and endorsements. Now they are built right into the basic policy.
- **Limits of Insurance.** Aggregate limits are now placed over all coverages to fix the absolute maximum we will pay under the policy for total damages and medical expenses. One aggregate limit applies to coverage for your products and completed work, and a second aggregate limit applies to all the other coverages. (Previously, aggregate limits applied to several individual coverages, but not to the entire scope of coverage.) Beneath these aggregates are "per occurrence" limits and several other sublimits.
- **Pollution Liability.** The new policies do not cover this liability if the pollutants escape from your premises or a waste disposal or treatment facility. (This exclusion in the previous policy did not apply to "sudden and accidental" emissions of pollutants; the new exclusion does not have this exception.) Certain pollution exposures away from your premises — including many that arise out of your products or your work — are covered regardless of whether the emission was "sudden" or not.

Please refer to the comparison which follows for further details.

I. Occurrence Coverage Provisions

The New Commercial General Liability-Occurrence policy provides coverage for liability because of bodily injury and

erty damage that occurs during the policy period, matter when the claim is made, just like the pre-s policy.

onal injury and advertising injury coverage is afforded for offenses committed during the policy period. coverage is granted for medical expenses for ly injury which occurs during the policy period.

ons of Coverage

tractual Liability Coverage¹

Contractual liability is restricted to tort liability assumed from another person or organization.

Contractual coverage for liability assumed in connection with the ownership, maintenance or use of any auto owned or operated by or rented or loaned o any insured is no longer afforded.

ition Liability Coverage

verage with respect to the following situations is no er afforded:

issions of pollutants

at or from insured premises;

at or from a site used for the handling, storage, disposal, processing or treatment of waste;

f the insured handles, transports, etc. the pollutants as waste;

f the pollutants are brought to a job site in connection with the operations being performed at that site; or

operations involve the clean up, containment, etc. e pollutants.

ding or unloading of an aircraft or watercraft

verage with respect to the loading or unloading of an aft or watercraft may be restricted depending upon actual circumstances because the term "loading or ading" is now being defined.

ile Equipment Coverage

road hazard is no longer covered for the following s of self-propelled vehicles:

Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or ower workers; and

on is based on the assumption that the insured currently has con- coverage. However, the inclusion of contractual liability coverage, tractual liability assumed under any contract or agreement which is contract" under the old CGL policy, would be construed as a broadage if the insured does not have contractual liability coverage under neral liability policy.

- b. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

E. Property Damage Liability Coverage

- a. Property in care, custody or control

The exception for elevators with respect to property in the care, custody or control of the insured has been eliminated so that property on elevators will be treated the same as other property in the care, custody or control of the insured.

- b. Broad Form Property Damage Liability Coverage²

To the extent that the care, custody or control exclusion applies, coverage is no longer provided away from the insured's premises for:

- (1) tools or equipment loaned to the insured while not actually being used;
- (2) any portion of personal property upon which operations are not being performed.

F. Medical Payments Coverage³

- a. Medical payments are now subject to the newly established policy General Aggregate Limit as well as the Occurrence Limit.
- b. All insureds have been excluded from the medical payments coverage rather than just the named insured, partners and employees as in the old policy.
- c. Medical payments coverage for employees of non-residents has been eliminated.

G. First Aid Coverage

First aid coverage has been built into the Medical Payments coverage and will be subject to the applicable policy limits.

H. Who Is An Insured

- a. Automatic Coverage for Newly Acquired Organizations⁴

- (1) Coverage is limited to liability for bodily injury or property damage that occurs after the newly acquired organization becomes an insured,

²The restriction of coverage in this area only applies when the insured currently has the Broad Form Property Damage Liability coverage. Otherwise, the inclusion of the Broad Form Property Damage Liability coverage in the new policy would be broadening of the insured's coverage.

³The restriction of coverage in this area only applies when the insured currently has the Medical Payments coverage. Otherwise, the inclusion of the Medical Payments coverage in the new policy would be broadening of the insured's coverage.

⁴The restriction of coverage in this area applies only when the insured currently has the Automatic Coverage for Newly Acquired Organization. Otherwise, the inclusion of the Automatic Coverage for Newly Acquired Organization would be a broadening of the insured's coverage.

(2) Coverage for Personal Injury or Advertising Injury is limited to offenses committed after the newly acquired organization becomes an insured, and

(3) Coverage is no longer afforded automatically for newly formed partnerships.

Coverage for liability arising out of the conduct of past partnership or joint ventures which are not shown as named insureds in the Declarations has been eliminated.

its of Insurance

The establishment of a General Aggregate Limit presents a restriction on coverage for losses which were not previously subject to the aggregate limit concept.

Fire Damage Legal Liability Coverage⁵

Payment for Fire Damage Legal Liability is now subject to the applicable "General Aggregate" limit.

Commercial General Liability Conditions

Within the "Other Insurance Condition", the Excess Insurance provision now indicates that the limited coverage for aircraft, watercraft and autos is on an excess basis.

Limiting of Coverage

Bodily Injury Liability Coverage⁶

Bodily Injury resulting from the use of reasonable force to protect persons or property is now covered.

Contractual Liability Coverage⁷

Tort liability for bodily injury and property damage assumed under an "insured contract" is now covered.

The "third party beneficiary" and "operations within 50 feet of railroad" exclusions are eliminated for this coverage.

Motor Liability Coverage

Statutory liability of an owner or lessor who leases premises to someone in the liquor business but who is not themselves engaged in the liquor business, is now covered.

None of coverage in this area applies only if the insured currently has the liability Coverage. Otherwise, the inclusion of the Fire Damage in the new policy would be a broadening of the insureds coverage. Only to insureds who do not have the Broad Form CGL endorsement. Only to insureds who do not have contractual liability coverage other than liability assumed under any contract or agreement which is not an "incidental contract" under the old CGL policy. Otherwise, the coverage in this area may be restricted. Refer to Section II "Reduction of Coverage" for details.

b. Liquor law liability assumed by any insured who is not engaged in the liquor business is now covered.

D. Pollution Liability Coverage

Although there is an almost total exclusion of pollution liability, coverage with respect to the following situations is now provided:

Non-sudden or gradual emissions of pollutants (other than waste):

- a. arising out of the products/completed operations hazard;
- b. occurring away from insured premises in connection with ongoing operations if:
 - (1) the pollutants were not brought on to the site in connection with operations, and
 - (2) operations do not involve the clean up, containment, etc. of pollutants.

E. Non-owned Watercraft Coverage⁸

Coverage for non-owned watercraft under 26 feet in length is now provided.

F. Mobile Equipment Coverage

The use or operations of snowmobiles is no longer specifically excluded.

G. Property Damage Liability Coverage

- a. The exclusion of property in the insured's care, custody or control no longer applies to real property.
- b. The alienated premises exclusion no longer applies to premises built and held vacant for sale by the insured.

H. Personal and Advertising Injury Liability Coverage⁹

Coverage for Personal and Advertising Injury Liability is now provided to the insured.

I. Fire Damage Liability¹⁰

Fire Damage Legal Liability Coverage is now provided.

J. Medical Payments Coverage¹¹

- a. Medical Payments coverage is now provided.
- b. The minimum per person limit is increased from \$1,000 to \$5,000.

⁸This applies only to insureds who do not currently have the coverage for non-owned watercraft under 26 feet in length as provided under the Broad Form CGL Endorsement.

⁹This applies only to insureds who do not currently have Personal Injury or Advertising Injury Liability coverage. Otherwise, the coverage in this area may be restricted. Refer to Section II "Reduction of Coverage" for details.

¹⁰This applies only to insureds who do not currently have Fire Damage Legal Liability Coverage. Otherwise, the coverage in this area may present a restriction of coverage. Refer to Section II "Reduction of Coverage" for details.

¹¹This applies only to insureds who do not currently have Medical Payments coverage. Otherwise, the coverage in this area may present a restriction on the insured. Refer to Section II "Reduction of Coverage" for details. Nevertheless, the increase of per person limit from \$1,000 to \$5,000 represents a broadening of this coverage to any insured.

Complementary Payments Coverage

maximum amount of actual loss of earnings under "reasonable expenses" provision has been increased from \$25 to \$100 a day.

is an Insured?

Employees are covered as insureds.¹²

Newly acquired organizations are covered automatically.¹³

Conditions — "Coverage Territory"

As the insured's legal obligation to pay damages determined in a suit on merits in the United States of America (including its territories and possessions), Puerto Rico and Canada:

Products liability coverage is extended worldwide and is no longer limited to goods or products that are sold for consumption within the described territories.

Worldwide coverage now applies for liability arising out of activities of those insureds temporarily on business trips outside the policy territory.¹⁴

Policy Conditions — Cancellation and Non-renewal

Notice of cancellation to the insured is extended to 30 days for any reason other than nonpayment of premium.

30 days advance notice to the insured if the company does not renew the policy, is now provided.

Exclusions and Procedure Changes

Exclusion of Auto, Aircraft or Watercraft

For clarification purposes, liability arising out of entrustment of any auto, aircraft or watercraft is explicitly excluded. This may be perceived as a restriction of coverage.

Personal Injury Liability¹

Coverage with respect to "wrongful entry or eviction or invasion of the right of private occupancy" has been clarified. This may be perceived as a restriction of coverage.

Only to insureds who do not currently have Employees As Additional coverage.

Only to insureds who do not currently have Automatic Coverage for Organizations. Otherwise, the coverage in this area may present a restriction to the insured. Refer to Section II "Reduction of Coverage" for details.

Only to insureds who do not currently have Broad Form CGL endorsement.

Only to insureds who currently have the Personal Injury Liability coverage on their policies.

C. Advertising Injury Liability Coverage²

For clarification purposes, a new exclusion which deals with the failure of goods, products or services to conform with the advertised quality or performance has been added to this coverage. This may be perceived as a restriction of coverage.

D. Limits of Insurance

- A new provision has been added which clarifies how the limits of insurance apply when the last policy period reached its anniversary and is extended for an additional period of less than 12 months.
- The combining of Bodily Injury and Property Damage into a single limit may present a different coverage result for a given insured depending on the extent of the new limit purchased and if an incident causes bodily injury only, property damage only, or a combination of bodily injury and property damage.

E. Inspection and Survey Condition

For clarification purposes, a new provision has been added which indicates that this condition also applies to any rating, advisory rate service or similar organization. This may be perceived as a restriction of coverage.

F. Duties in the Event of Occurrence, Claim or Suit Condition

This Condition now specifically requires that the Named Insured is responsible for notifying the company of an occurrence. It also requires that the Named Insured is responsible to see that the company receives prompt written notice of any claim or suit.

This is a procedural change from the current policy.

G. Premium Audit Condition

This Condition now specifies that the first Named Insured is responsible for the payment of premium due and for keeping the records or information for premium computation purpose. In addition, only the first Named Insured will receive the excess premium, if any, returned by the company.

This is a procedural change from the current policy.

²This applies only to insureds who currently have Advertising Liability Coverage on their policies.

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Albert H. Wohlers
1500 Higgins Road
Park Ridge, IL. 60068

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** **Atlanta International**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

Milwaukee Radio Amateurs Club, Inc.
N50 W16328 Pin Oak Court
Menomonee Falls, WI. 53051

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY	GLAC 4000003081	6/1/84	BODILY INJURY	\$	\$
<input checked="" type="checkbox"/>	COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
<input checked="" type="checkbox"/>	PREMISES—OPERATIONS					
<input type="checkbox"/>	EXPLOSION AND COLLAPSE HAZARD					
<input type="checkbox"/>	UNDERGROUND HAZARD					
<input checked="" type="checkbox"/>	PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1000	\$ 1000
<input checked="" type="checkbox"/>	CONTRACTUAL INSURANCE			PERSONAL INJURY		\$
<input checked="" type="checkbox"/>	BROAD FORM PROPERTY DAMAGE					
<input type="checkbox"/>	INDEPENDENT CONTRACTORS					
<input checked="" type="checkbox"/>	PERSONAL INJURY					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
<input type="checkbox"/>	COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
<input type="checkbox"/>	OWNED			PROPERTY DAMAGE	\$	
<input type="checkbox"/>	HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
<input checked="" type="checkbox"/>	NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
<input type="checkbox"/>	UMBRELLA FORM					
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER				\$	(EACH ACCIDENT)
EFFECTIVE DATE: 6/24/83						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Recreation Department
Wauwatosa, WI.
School System

DATE ISSUED: **9/27/83**

ALBERT H. WOHLERS & CO.

Albert H. Wohlers
BY _____ AUTHORIZED REPRESENTATIVE

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Albert H. Wohlers
1500 Higgins Road
Park Ridge, IL. 60068

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** **Atlanta International**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

Milwaukee Radio Amateurs Club, INC.
N50 W16328 Pin Oak Court
Menomonee Falls, WI. 53051

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY	GLAC 4000003081	6/1/84	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1000	\$ 1000
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER EFFECTIVE DATE: 6/24/83					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail ~~30~~ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Wauwatosa Savings & Loan

DATE ISSUED: **9/27/83**
ALBERT H. WOHLERS & CO.

BY Albert H. Wohlers
AUTHORIZED REPRESENTATIVE

Chapter/

Club

Liability

Insurance

ANNUAL PREMIUMS

Please circle the limit of coverage desired (\$500,000 or \$1,000,000) and circle the number of members in your Chapter/Club.

No. of Members	\$500,000 Coverage	\$1,000,000 Coverage
1-50	\$ 80.00	\$100.00
51-100	90.00	120.00
101-150	105.00	140.00
151 & over	140.00	200.00

Your coverage will become effective on the first of the month following receipt of the completed application and premium check. If a specific date of coverage is needed, please advise Start coverage June 24, 1983,
as per our conversation with your Dennise Lewis.

APPLICATION

(Please Type or Print)

Name of Chapter or Club to be Insured MILWAUKEE RADIO AMATEURS CLUB INC

Person to Contact at Chapter/Club H. Charles Kaetel, Business Manager

Address N50 W16328 Pin Oak Court

City Menomonee Falls State Wisconsin Zip 53051

Home Telephone (414) 781-8616 Business Telephone (Retired)

1. Have your Officers or Chapter/Club had any liability claims in the past three years? ☐ Yes ☒ No
(If yes, please attach an explanation.)

2. Is your Chapter/Club presently insured for this type of coverage? ☐ Yes ☒ No

If yes, name of Insurance Company _____

Expiration Date of Policy _____

3. Number of active members in your Chapter/Club 280

4. a. Does your landlord or other party require that he be named additional insured on your policy? ☐ Yes ☒ No

b. Please furnish complete name and address of any parties requiring a certificate of insurance.

NONE

IN ADDITION TO THE ORIGINAL POLICY PLEASE FURNISH ONE (1) COPY
MRAC CHECK #1285 for \$200.00 ENCLOSED HEREWITH.

I understand and agree that this insurance will become effective on the date specified by the insurance company.

Signature X _____ Date June 20, 1983

Please mail completed application with
your premium check payable to:

Albert H. Wohlers & Co., Administrator
Group Insurance Plans
1500 Higgins Road
Park Ridge, Illinois 60068

Atlanta International
Insurance Company

IN CASE OF CLAIM OR ANY POLICY CHANGE, NOTIFY

Albert H. Wohlers & Co.

YOUR CLAIMS AND SERVICE OFFICE

1500 HIGGINS ROAD PHONE: (312) 698-2221
PARK RIDGE, ILLINOIS 60068

GENERAL LIABILITY — AUTOMOBILE POLICY

Atlanta International Insurance Company

(a stock insurance company, herein called the Company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed.
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof;
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping, under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types, forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured

because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

CONDITIONS

1. Premium: All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit: The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections or the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of the policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation: In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy: If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

William J. Wall
Secretary

B. Michael Schlur
President

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

This endorsement modifies the provisions of this policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an **insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or (b) the **insured** is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;
- (2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or
- (3) the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;
"Nuclear material" means **source material**, **special nuclear material** or **by-product material**;

"source material", **special nuclear material"**, and **"by-product material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"waste" means any waste material (1) containing **by-product material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK EXCEPTION: The "Nuclear Energy Liability Exclusion (Broad Form)" does not apply to Automobile Liability Insurance in New York

No. GLA C4000003081

STOCK COMPANY

RENEWAL OF NUMBER

Atlanta International
Insurance Company

Atlanta, GA. 30318

Agent:

Albert H. Wohlers & Co.
1500 Higgins Road
Park Ridge, Illinois 60068
212110-06
2-4-8S

DECLARATIONS

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)
Milwaukee Radio Amateurs Club, Inc.
N50 W16328 Pin Oak Court
Menomonee Falls, WI 53051

Item 2. Policy Period: (Mo. Day Yr.)

From . 06/24/83 To 06/01/84

12:01 A.M., standard time at the address of the named insured as stated herein.

The named insured is:

☐ Individual ☐ Partnership ☐ Corporation☐ Joint Venture ☒ Other: Association

Business of the named insured is: (ENTER BELOW)

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

Item 3. The insurance afforded is only with respect to the Coverage Part(s) indicated below by specific premium charge(s) and attached to and forming a part of this policy.

Advance Premiums	Coverage Part No(s).	Coverage Part(s)	Advance Premiums	Coverage Part No(s).	Coverage Part(s)
\$		Automobile Medical Payments Insurance	\$		Hospital Professional Liability Insurance
\$		Automobile Physical Damage Insurance (Dealers)	\$		Manufacturers' and Contractors' Liability Insurance
\$		Automobile Physical Damage Insurance (Fleet Automatic)	\$		Owner's and Contractor's Protective Liability Insurance
\$		Automobile Physical Damage Insurance (Non-Fleet)	\$		Owners', Landlords' and Tenants' Liability Insurance
\$		Basic Automobile Liability Insurance	\$ Included	Included	Personal Injury Liability Insurance
\$ Included	Included	Completed Operations and Products Liability Insurance	\$		Physicians', Surgeons' and Dentists' Professional Liability Insurance
\$		Comprehensive Automobile Liability Insurance	\$ Included	Included	Premises Medical Payments Insurance
\$ Included	L6394A	Comprehensive General Liability Insurance	\$		Special Protective & Highway Liability Insurance
\$		Comprehensive Personal Insurance	\$		New York Department of Transportation
\$ Included	Included	Contractual Liability Insurance	\$		Storekeeper's Insurance
\$		Druggists' Liability Insurance	\$		Uninsured Motorists Insurance
\$		Elevator Collision Insurance	\$		Broad Form Comprehensive Liability Endorsement
\$		Farm Employer's Liability & Farm Employees' Medical Payment Insurance	Included	L9001	
\$		Farmer's Comprehensive Personal Insurance	\$		
\$		Farmer's Medical Payments Insurance	\$		
\$		Garage Insurance	\$		
\$			L203, L9100, Ends. 1, 2, Form numbers of endorsements, other than those entered on Coverage Part(s), attached at issue.		
\$			3, 4, GLA 2 Schedule A		

\$ 187.11 Total Advance Premium for this policy.

*If the Policy Period is more than one year and the premium is to be paid in installments, premium is payable on:

Effective Date	1st Anniversary	2nd Anniversary
\$	\$	\$

Item 4. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Countersigned:

*Not applicable in Texas

ALBERT H. WOHLERS & CO.

By

BY Kerence D. Bernier

Authorized Representative

ENDORSEMENT NO.

Waukegan Radio Amateurs Club, Inc.

83

12:01 A.M. Standard Time

0003081

by ATLANTA INTERNATIONAL INSURANCE COMPANY

SCHEDULE A

is only with respect to such of the following coverages
specific premium charge. The limit of the company's
h such coverage shall be as shown below subject to all
icy having reference thereto.

	Limit of Liability	Advance Premium
Liability	\$1,000,000 each occurrence	187.11
erty Damage	\$1,000,000 aggregate	
ents	\$1,000 each person	Included
Liability	\$1,000,000 each occurrence	Included
erty Damage	\$1,000,000 aggregate	
	\$50,000 each occurrence	Included
Total Advance Premium		187.11

nditions remain unchanged

Authorized Representative

ENDORSEMENT NO.

Named Insured: Milwaukee Radio Amateurs Club, Inc.

Effective: 06/24/83

Policy Number: 4000003081

12:01 A.M. Standard Time

by ATLANTA INTERNATIONAL INSURANCE COMPANY

SCHEDULE A

The insurance afforded is only with respect to such of the following coverages as are indicated by a specific premium charge. The limit of the company's liability against each such coverage shall be as shown below subject to all the terms of this policy having reference thereto.

Coverage	Limit of Liability	Advance Premium
Comprehensive General Liability	\$1,000,000 each occurrence	187.11
Bodily Injury & Property Damage	\$1,000,000 aggregate	
Premises Medical Payments	\$1,000 each person	Included
Non-Owned Automobile Liability	\$1,000,000 each occurrence	Included
Bodily Injury and Property Damage	\$1,000,000 aggregate	
Fire Legal Liability	\$50,000 each occurrence	Included
Total Advance Premium		187.11

All other terms and conditions remain unchanged

Authorized Representative

ENDORSEMENT NO. 01

Named Insured:

Effective:

Policy Number:

12:01 A.M. Standard Time

by ATLANTA INTERNATIONAL INSURANCE COMPANY

In consideration of the premium charged, it is understood and agreed that insurance under this policy does not apply to any liability resulting from the following activities if sponsored or conducted by the named insured.

- 1) Powered races or contest including but not limited to automobile, boats, motorcycle, jet ski and snowmobile.
- 2) Fireworks display
- 3) Public concerts
- 4) Carnival or amusement rides
- 5) Haunted houses

It is further agreed that insurance under this policy does not apply to liability arising out of the activities of any participant in any game, athletic contest, race or sporting event including practice therefore.

All other terms and conditions remain unchanged

Revised 3/15/83

Authorized Representative

ENDORSEMENT NO. 03

Named Insured:

Effective:

Policy Number:

12:01 A. M. Standard Time

by ATLANTA INTERNATIONAL INSURANCE COMPANY

It is understood and agreed that the Broad Form Comprehensive General Liability Endorsement GL 04 04 is amended under Section VI. Broad Form Property Damage Liability Coverage to read under (A):

- (1) to property owned or leased for a period of more than one year to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or safe keeping;
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators
 - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
 - (b) to tools or equipment while being used by the insured in performing his operations excepting any audio/visual devices rented or-loaned to the named insured for activities normal and customary to the named insured,
 - (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
 - (d) to that particular part of any property, not on premises owned by or rented to the insured,
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations," to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

All other terms and conditions remain unchanged

Authorized Representative

ENDORSEMENT NO. 2

Named Insured:

Effective:

Policy Number:

12:01 A.M. Standard Time

by ATLANTA INTERNATIONAL INSURANCE COMPANY

NON-OWNED AUTOMOBILE LIABILITY ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that exclusion (b) (1) on the Comprehensive General Liability Insurance Coverage Part (L6394a) does not apply to automobiles owned by members or employees of the named insured when used in conjunction with activities of the named insured. This insurance shall be excess over any other valid and collectible insurance available to such members or employees.

All other terms and conditions remain unchanged

Authorized Representative

AG9 END-S (1-80)

ENDORSEMENT NO. 04

Named Insured:
Effective:
Policy Number:

12:01 A.M. Standard Time
by ATLANTA INTERNATIONAL INSURANCE COMPANY

It is understood and agreed that the Additional Insured (Club Members) Endorsement L9100 is amended to include within the meaning of the terms "meeting purposes" and "meetings of members and guests" as all activities normal and customary to the named insured.

It is further agreed that exclusion 2(a) is to be void if the Special Events Exclusion Endorsement does not contain this same exclusion.

It is further agreed that exclusions 2(b) and (c) are amended as follows:

- (b) the use of buildings or premises, other than offices, owned by or leased to the named insured, except premises hired or rented only for periods not to exceed one year for activities normal and customary to the named insured; or
- (c) the use of premises occupied by the named insured for purposes other than activities normal and customary to the named insured.

All other terms and conditions remain unchanged

Revised 3/15/83

Authorized Representative

COMPREHENSIVE GENERAL LIABILITY INSURANCE

For attachment to Policy No. _____, to complete said policy.

ADDITIONAL DECLARATIONS

Location of all premises owned by, rented to or controlled by the named insured (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

Interest of named insured in such premises (CHECK BELOW)

☐ Owner ☐ General Lessee ☐ Tenant ☐ Other _____

Part occupied by named insured (ENTER BELOW)

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

SCHEDULE

The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Advance Premiums	Limits of Liability		Coverages
	each occurrence	aggregate	
\$ Included	\$ See L203	\$	A—Bodily Injury Liability
\$ Included	\$ See L203	\$	B—Property Damage Liability
\$	Form numbers of endorsements attached at issue		
\$	Total Advance Premium		

General Liability Hazards

Advance Premiums		Rates		Premium Bases	Code No.	Description of Hazards
Bodily Injury	Property Damage	B.I.	P.D.			
See Schedule A	A	On File with the Company	with the	Per Members		Premises - Operations 86415 - Clubs - Civic, Fraternal, Luncheon, Service, or Social - N.O.C.
		(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration (d) Per \$100 of Receipts (e) Per Unit (f) Per 100 Admissions		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration (d) Receipts (e) Units (f) Admissions		
		Per Landing		Number Insured		Escalators (Number at Premises)
		Per \$100 of Cost		Cost		Independent Contractors
Included	Included	(a) Per \$1,000 of Receipts		(a) Receipts		Completed Operations Included
Included	Included	(b) Per \$1,000 of Sales		(b) Sales		Products Included
\$ See Schedule A		Total Advance B.I. and P.D. Premiums				

When used as a premium basis:

- "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- A. **bodily injury** or
B. **property damage**

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an **incidental contract**; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
(1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
(2) any other automobile or aircraft operated by any person in the course of his employment by any insured;
but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to **bodily injury** or **property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to **bodily injury** or **property damage** arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
(1) any watercraft owned or operated by or rented or loaned to any insured, or
(2) any other watercraft operated by any person in the course of his employment by any insured;
but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
(1) liability assumed by the insured under an **incidental contract**, or
(2) expenses for first aid under the Supplementary Payments provision;
- (h) to **bodily injury** or **property damage** for which the insured or his indemnitee may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of premises used for such purposes,
if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to **bodily injury** to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an **incidental contract**;
- (k) to **property damage** to
(1) property owned or occupied by or rented to the insured,
(2) property used by the insured, or
(3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (l) to **property damage** to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;
but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the

named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to **property damage** to the named insured's products arising out of such products or any part of such products;
- (o) to **property damage** to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to **property damage** included within:
(1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
(i) an employee of the named insured while operating any such equipment in the course of his employment, and
(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
provided that no person or organization shall be an insured under this paragraph (e) with respect to:
(1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or
(2) **property damage** to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one occurrence shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all **bodily injury** included within the completed operations hazard and (2) all **bodily injury** included within the products hazard shall not exceed the limit of **bodily injury** liability stated in the schedule as "aggregate".

Coverage B—The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of **property damage** liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate":

- (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
- (2) all **property damage** arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all **property damage** included within the products hazard and all **property damage** included within the completed operations hazard.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the policy territory.

(ISO-Adv. 3003)

AMENDMENT—LIMITS OF LIABILITY

(Single Limit)

(Individual Coverage Aggregate Limit)

SCHEDULE

Coverages	Limits of Liability
Bodily Injury Liability and Property Damage Liability	<p>\$ 1,000,000 each occurrence</p> <p>\$ 1,000,000 aggregate</p>

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or units of mobile equipment to which this policy applies, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

- (a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages because of bodily injury or property damage as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.
- (b) If an aggregate amount is stated in the Schedule then subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":
- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) if Products-Completed Operations Insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard; and
- (4) if Contractual Liability Insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- (i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
- (ii) to the sum of the damages for all bodily injury and property damage described in subparagraph (3); and
- (iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.
- (c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following designated insurance:
COMPREHENSIVE GENERAL LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time) , forms a part of policy No.

issued to

by

Authorized Representative

SCHEDULE

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability \$ Aggregate

Limit of Liability—Premises Medical Payments Coverage:

\$1,000 each Person unless otherwise indicated herein \$ each person.

Limit of Liability—Fire Legal Liability Coverage:

\$50,000 per occurrence unless otherwise indicated herein: \$ per occurrence.

Advance Premium Premium Basis

\$ % OF THE TOTAL COMPREHENSIVE GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED

\$ MINIMUM PREMIUM

\$ Additional Premium

I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
- to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
 - if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering or failure to render professional services by such insured, including
 - the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
 - supervisory, inspection or engineering services;
 - if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
 - the preparation or approval or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
 - the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
 - to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
 - to bodily injury or property damage arising out of operations, within 50 feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

- (A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.
- (B) This insurance does not apply:
- to liability assumed by the insured under any contract or agreement;
 - to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
 - to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
 - to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
 - to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;

- to advertising injury arising out of
 - failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- with respect to advertising injury
 - to any insured in the business of advertising, broadcasting, publishing or telecasting, or
 - to any injury arising out of any act committed by the insured with actual malice.

(C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

- false arrest, detention, imprisonment, or malicious prosecution;
- wrongful entry or eviction or other invasion of the right of private occupancy;
- a publication or utterance
 - of a libel or slander or other defamatory or disparaging material, or
 - in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

- arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;
- arising out of
 - the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
 - the operation or use of any snowmobile or trailer designed for use therewith;
- arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any watercraft owned or operated by or rented or loaned to any insured, or
 - any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on the insured premises;
- arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to **bodily injury**

- (1) included within the **completed operations hazard** or the **products hazard**;
- (2) arising out of operations performed for the named insured by independent contractors other than
 - (a) maintenance and repair of the insured premises or
 - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) resulting from the selling, serving or giving of any alcoholic beverage
 - (a) in violation of any statute, ordinance or regulation,
 - (b) to a minor,
 - (c) to a person under the influence of alcohol, or
 - (d) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to **bodily injury**

- (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;
 - (2) to any other tenant if the **bodily injury** occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
 - (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
 - (4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
 - (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
 - (6) if the named insured is a club, to any member of the named insured;
 - (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of **bodily injury** liability stated in the policy as applicable to "each occurrence".

When more than one **medical payments** coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"**insured premises**" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"**medical expense**" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to **property damage** to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such **property damage** arises out of fire;

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of **property damage** liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the Schedule of this endorsement.

(C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for **property damage** liability applies, subject to the following additional provisions:

(A.) Exclusions (k) and (o) are replaced by the following:

- (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by

the insured for sale or entrusted to the insured for storage or safekeeping;

- (2) except with respect to liability under a written sidetrack agreement or the use of elevators
 - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
 - (b) to tools or equipment while being used by the insured in performing his operations,
 - (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
 - (d) to that particular part of any property, not on premises owned by or rented to the insured,
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the **property damage** arising out of such operations, or
 - (ii) out of which any **property damage** arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (3) with respect to the **completed operations hazard** and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to **property damage** to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B.) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of **bodily injury** is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of **policy territory** is amended to include the following:

4. Anywhere in the world with respect to **bodily injury, property damage, personal injury** or **advertising injury** arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

- (a) to **bodily injury** or **property damage** included within the **completed operations hazard** or the **products hazard**;
- (b) to premises medical payments coverage.

X. ADDITIONAL PERSONS INSURED

As respects **bodily injury, property damage** and **advertising injury** and **personal injury** coverages, under the provision "Persons Insured", the following are added as insureds:

- (1) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured.
- (2) Employee—Any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
 - (a) to **bodily injury** or **personal injury** to another employee of the named insured arising out of or in the course of his employment;
 - (b) to **personal injury** or **advertising injury** to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (c) to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY COVERAGE

The definition of **occurrence** includes any intentional act by or at the direction of the insured which results in **bodily injury**, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to **bodily injury, property damage, personal injury** and **advertising injury** with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

LIABILITY

GL 20 01 (Ed. 07 66)

G 101

L 9100
(Ed. 7-66)

ADDITIONAL INSURED

(Club Members—Civic, Fraternal, Luncheon, Service or Social)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective

(12:01 A. M., standard time)

, forms a part of policy No.

issued to

by

Authorized Representative

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.
2. The insurance does not apply to bodily injury or property damage arising out of
 - (a) activities conducted by the named insured to which the public is admitted if an admission fee is charged by the named insured;
 - (b) the use of buildings or premises, other than offices, owned by or rented to the named insured, except premises hired or rented only for specified days for meeting purposes; or
 - (c) the use of premises occupied by the named insured for purposes other than meetings of members and guests.



**Atlanta International
Insurance Company**

Atlanta, GA. 30318

**PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION ENDORSEMENT
FOR ATTACHMENT TO ALL POLICIES**

In consideration of the premium charged, it is agreed that the insurance afforded by the policy does not apply to any claim for punitive or exemplary damages.

OCTOBER 21, 1988

ALBERT W. WOHLERS & CO.
1500 HIGGINS ROAD
PARK RIDGE, ILLINOIS 60068

RE: 520-0010972875
CLUB LIABILITY INSURANCE PLAN
AMERICAN RADIO RELAY LEAGUE

GENTLEMEN:

THIS IS TO INFORM YOU THAT MR. H. CHARLES KAETEL WHO HAD BEEN THE MILWAUKEE RADIO AMATEURS 'CLUB CONTACT PERSON WITH YOU IS DECEASED

PLEASE FORWARD RENEWAL NOTICES FOR THE 1989 POLICIES AND ANY OTHER CORRESPONDENCE TO:

MILWAUKEE RADIO AMATEURS 'CLUB, INC.
ED SERUGA, SECRETARY
3840 SOUTH 43RD STREET #21
MILWAUKEE, WI. 53220

THANK YOU FOR YOUR PROMPT ATTENTION TO THIS MATTER.

SINCERELY,

ED SERUGA, SECRETARY
MILWAUKEE RADIO AMATEURS 'CLUB, INC.

CC; WILLIAM KIDD, TREASURER.
H. CIESZKI, PRESIDENT
MRAC INSURANCE FILE

COPY

The Milwaukee Radio Amateurs' Club, Inc.
N50 W16328 Pin Oak Court
Menomonee Falls, WI 53051

December 19, 1987

Albert H. Wohlers & Co.
1500 Higgins Road
Park Ridge IL 60068-5750
Attention: Miss Pam Stonerake

Dear Lady:

What went wrong in preparing the certificates and even the receipt for our liability insurance?

My name is H. Charles Kaetel spelled with a K not with an R.
The club name is Milwaukee Radio Amateurs Club, Inc..

Our mailing address is in Menomonee Falls not Menominee Falls.

We have urgent need for receiving correct certificates as the school Recreation Department has reminded me that the 1987 certificate expires on December 31, 1987.

Also would like a replacement for the receipt with my name spelled with a K, not an R.

Yours very truly,



H. Charles Kaetel, Business Manager,
Milwaukee Radio Amateurs Club, Inc.

HCK:lm

Encl

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
12-23-87

PRODUCER

Albert H. Wohlers & Co.
1500 Higgins Road
Park Ridge, IL 60068-5750

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** INA

COMPANY LETTER **B** REVISED

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

Milwaukee Radio Amateur Club
C/O H. Charles Kaetel
N50 W16328 Pin Oak Ct.
Menomonee Falls, WI 53051

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS												
	GENERAL LIABILITY				<table style="width: 100%;"> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$2,000</td> </tr> <tr> <td>PRODUCTS/COMP/OPS AGGREGATE</td> <td style="text-align: right;">\$Incl.</td> </tr> <tr> <td>PERSONAL & ADVERTISING INJURY</td> <td style="text-align: right;">\$2,000</td> </tr> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$1,000</td> </tr> <tr> <td>FIRE DAMAGE (ANY ONE FIRE)</td> <td style="text-align: right;">\$ 50</td> </tr> <tr> <td>MEDICAL EXPENSE (ANY ONE PERSON)</td> <td style="text-align: right;">\$ 5</td> </tr> </table>	GENERAL AGGREGATE	\$2,000	PRODUCTS/COMP/OPS AGGREGATE	\$Incl.	PERSONAL & ADVERTISING INJURY	\$2,000	EACH OCCURRENCE	\$1,000	FIRE DAMAGE (ANY ONE FIRE)	\$ 50	MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
GENERAL AGGREGATE	\$2,000																
PRODUCTS/COMP/OPS AGGREGATE	\$Incl.																
PERSONAL & ADVERTISING INJURY	\$2,000																
EACH OCCURRENCE	\$1,000																
FIRE DAMAGE (ANY ONE FIRE)	\$ 50																
MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5																
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE	10972875	12-31-87	12-31-88													
	AUTOMOBILE LIABILITY				<table style="width: 100%;"> <tr> <td>CSL</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (PER PERSON)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (PER ACCIDENT)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE</td> <td style="text-align: right;">\$</td> </tr> </table>	CSL	\$	BODILY INJURY (PER PERSON)	\$	BODILY INJURY (PER ACCIDENT)	\$	PROPERTY DAMAGE	\$				
CSL	\$																
BODILY INJURY (PER PERSON)	\$																
BODILY INJURY (PER ACCIDENT)	\$																
PROPERTY DAMAGE	\$																
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY																
	EXCESS LIABILITY				<table style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$								
EACH OCCURRENCE	\$																
AGGREGATE	\$																
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM																
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				<table style="width: 100%;"> <tr> <td>STATUTORY</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(EACH ACCIDENT)</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(DISEASE POLICY LIMIT)</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;">(DISEASE-EACH EMPLOYEE)</td> </tr> </table>	STATUTORY	\$	(EACH ACCIDENT)		\$	(DISEASE POLICY LIMIT)		\$	(DISEASE-EACH EMPLOYEE)			
STATUTORY	\$	(EACH ACCIDENT)															
	\$	(DISEASE POLICY LIMIT)															
	\$	(DISEASE-EACH EMPLOYEE)															
	OTHER																

On Form KK5L31

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS INCLUDING AS ADDITIONAL INSURED:
 WQFM, Milwaukee, Land Owner, Mark Timpany Chief Engineer, 2414 Le Feber Ave.
 Wauwatosa, WI 53213-1220 with respect to: ARRL Field Day at: Old Nike Site,
 Lannon RD, 1 mile north of Lannon, WI

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Albert H Wohlers

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

12-23-87

PRODUCER

Albert H. Wohlers & Co.
1500 Higgins Road
Park Ridge, IL 60068-5750

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** INA

COMPANY LETTER **B** REVISED

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

Milwaukee Radio Amateur Club
C/O H. Charles Kaetel
N50 W16328 Pin Oak Ct.
Menomonee Falls, WI 53051

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$2,000
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	10972875	12-31-87	12-31-88	PRODUCTS-COMP/OPS AGGREGATE	\$Incl.
<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$2,000
<input type="checkbox"/>	OWNER'S & CONTRACTORS PROTECTIVE				EACH OCCURRENCE	\$1,000
<input type="checkbox"/>					FIRE DAMAGE (ANY ONE FIRE)	\$ 50
<input type="checkbox"/>					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
	AUTOMOBILE LIABILITY				CSL	\$
<input type="checkbox"/>	ANY AUTO				BODILY INJURY (PER PERSON)	\$
<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE	\$
<input type="checkbox"/>	HIRED AUTOS					
<input type="checkbox"/>	NON-OWNED AUTOS					
<input type="checkbox"/>	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM				AGGREGATE	\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE-POLICY LIMIT)	
					\$ (DISEASE-EACH EMPLOYEE)	
	OTHER					

On Form KK5L31

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS INCLUDING AS ADDITIONAL INSURED:
WQFM, Milwaukee, Land Owner, Mark Timpany Chief Engineer, 2414 Le Feber Ave. Wauwatosa, WI 53213-1220 with respect to: ARRL Field Day at: Old Nike Site, Lannon RD, 1 mile north of Lannon, WI

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Albert H. Wohlers

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
12-23-87

PRODUCER

Albert H. Wohlers & Co.
1500 Higgins Road
Park Ridge, IL 60068-5750

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** INA

COMPANY LETTER **B** REVISED

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

Milwaukee Radio Amateur Club
C/O H. Charles Kaetel
N50 W16328 Pin Oak Ct.
Menomonee Falls, WI 53051

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	\$2,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	10972875	12-31-87	12-31-88	PRODUCTS COMP OPS AGGREGATE	\$Incl.
	<input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE				PERSONAL & ADVERTISING INJURY	\$2,000
					EACH OCCURRENCE	\$1,000
					FIRE DAMAGE (ANY ONE FIRE)	\$ 50
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
	AUTOMOBILE LIABILITY				CSL	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$	\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE-POLICY LIMIT)	
					\$ (DISEASE-EACH EMPLOYEE)	
	OTHER					

On Form #KK5L31

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS INCLUDING AS ADDITIONAL INSURED:
Wauwatosa Savings & Loan Association, Owner of Hall, 7500 W. State Street, Wauwatosa, WI with respect to Club meetings & VE test sessions at: 7500 W. State St, Wauwatosa, WI

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

Albert H. Wohlers

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
12-23-87

PRODUCER

Albert H. Wohlers & Co.
1500 Higgins Road
Park Ridge, IL 60068-5750

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** INA

COMPANY LETTER **B** REVISED

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

Milwaukee Radio Amateur Club
C/O H. Charles Kaetel
N50 W16328 Pin Oak Ct.
Menomonee Falls, WI 53051

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY					
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	\$2,000
<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	10972875	12-31-87	12-31-88	PRODUCTS COMP/OPS AGGREGATE	\$Incl.
<input type="checkbox"/>	OWNER'S & CONTRACTORS PROTECTIVE				PERSONAL & ADVERTISING INJURY	\$2,000
					EACH OCCURRENCE	\$1,000
					FIRE DAMAGE (ANY ONE FIRE)	\$ 50
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
	AUTOMOBILE LIABILITY				CSL	\$
<input type="checkbox"/>	ANY AUTO				BODILY INJURY (PER PERSON)	\$
<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE	\$
<input type="checkbox"/>	HIRED AUTOS					
<input type="checkbox"/>	NON-OWNED AUTOS					
<input type="checkbox"/>	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM				AGGREGATE	\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE-POLICY LIMIT)	
					\$ (DISEASE-EACH EMPLOYEE)	
	OTHER					

On Form #KK5L31

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS INCLUDING AS ADDITIONAL INSURED:
Wauwatosa Savings & Loan Association, Owner of Hall, 7500 W. State Street, Wauwatosa, WI with respect to Club meetings & VE test sessions at: 7500 W. State St, Wauwatosa, WI

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Albert H. Wohlers

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
12-23-87

PRODUCER

Albert H. Wohlers & Co.
1500 Higgins Road
Park Ridge, IL 60068-5750

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** INA
COMPANY LETTER **B** REVISED
COMPANY LETTER **C**
COMPANY LETTER **D**
COMPANY LETTER **E**

INSURED

Milwaukee Radio Amateur Club
C/O H. Charles Kaetel
N50 W16328 Pin Oak Ct
Menomonee Falls, WI 53051

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	10972875	12-31-87	12-31-88		
	OWNER'S & CONTRACTORS PROTECTIVE					
					GENERAL AGGREGATE	\$2,000
					PRODUCTS-COMP/OPS AGGREGATE	\$Incl.
					PERSONAL & ADVERTISING INJURY	\$2,000
					EACH OCCURRENCE	\$1,000
					FIRE DAMAGE (ANY ONE FIRE)	\$ 50
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO				CSL	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER PERSON)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	EXCESS LIABILITY					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
	OTHER					

On Form #KK5L31

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS INCLUDING AS ADDITIONAL INSURED:
Wauwatosa Recreation Dept, Property Owner, 7600 W. North Ave, Wauwatosa, WI 53213-1796, with respect to: Training School Classes & VEC test sessions.
at: Wauwatosa East High School, Wauwatosa, WI

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Albert H. Wohlers

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

12-23-87

PRODUCER

Albert H. Wohlers & Co.
1500 Higgins Road
Park Ridge, IL 60068-5750

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** INA

COMPANY LETTER **B** REVISED

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

Milwaukee Radio Amateur Club
C/O H. Charles Kaetel
N50 W16328 Pin Oak Ct
Menomonee Falls, WI 53051

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	\$2,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	10972875	12-31-87	12-31-88	PRODUCTS COMP-OPS AGGREGATE	\$incl.
	<input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE				PERSONAL & ADVERTISING INJURY	\$2,000
					EACH OCCURRENCE	\$1,000
					FIRE DAMAGE (ANY ONE FIRE)	\$ 50
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
	AUTOMOBILE LIABILITY				CSL	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE-POLICY LIMIT)	
					\$ (DISEASE-EACH EMPLOYEE)	
	OTHER					

On Form #KK5L31

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS INCLUDING AS ADDITIONAL INSURED:
Wauwatosa Recreation Dept, Property Owner, 7600 W. North Ave, Wauwatosa, WI 53213-1796, with respect to: Training School Classes & VEC test sessions.
at: Wauwatosa East High School, Wauwatosa, WI

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Albert H. Wohlers

group insurance plans

Albert H. Wohlers & Co., Administrator

1500 Higgins Road, Park Ridge, Illinois 60068-5750
Telephone 1-312-698-2221 Toll Free 1-800-323-2106

Serving members of associations, societies, unions, fraternities and sororities

Enclosed you will find the certificate of insurance which you requested.

Please keep the copy and foreward the original to the party who is requesting to see proof of your liability coverage.

We have also enclosed some Requests for Certificate of Insurance Forms. For any future events you may be having, simply fill out the form with the needed information and mail it to this office. We will be happy to foreward the needed certificate to you at that time.

Sincerely,

Albert H. Wohlers & Co.
Property & Casualty Department

REQUESTS FOR CERTIFICATES OF INSURANCE
CHAPTER/CLUB LIABILITY INSURANCE PLAN

NAME OF ASSOCIATION _____

NAME OF CHAPTER, CLUB TEAM OR REGION NUMBER _____

MAILING ADDRESS OF OFFICER OR MEMBER REQUESTING CERTIFICATE _____

PHONE NUMBER _____

NAME OF OFFICER OR MEMBER REQUESTING CERTIFICATE _____

NAME OF EVENT OR FUNCTION YOU ARE HAVING _____

IS THE EVENT SPONSORED BY YOUR GROUP? _____ YES _____ NO

WHAT WILL YOUR GROUP FUNCTION ACTUALLY BE FOR THE EVENT? _____

LOCATION OF THE EVENT OR FUNCTION _____

DATE OF THE EVENT OR FUCNTION _____

ESTIMATED ATTENDANCE BY THE PUBLIC _____

ADMISSION CHARGE OR DONATION (SPECIFY) _____

FACILITY THAT IS REQUESTING PROOF OF YOUR LIABILITY COVERAGE FOR THE EVENT _____

MAILING ADDRESS _____

IS FACILITY REQUESTING TO BE NAMED AS AN ADDITIONAL INSURED _____ YES _____ NO

SIGNATURE _____ DATE _____

PLEASE MAIL TO:

ALBERT H. WOHLERS & CO.
ATTN: PROPERTY & CASUALTY DEPARTMENT
1500 HIGGINS ROAD
PARK RIDGE, ILLINOIS 60068

TELEPHONE (312) 698-2221
TOLL FREE 1-800-323-2106

REQUESTS FOR CERTIFICATES OF INSURANCE
CHAPTER/CLUB LIABILITY INSURANCE PLAN

NAME OF ASSOCIATION _____

NAME OF CHAPTER, CLUB TEAM OR REGION NUMBER _____

MAILING ADDRESS OF OFFICER OR MEMBER REQUESTING CERTIFICATE _____

PHONE NUMBER _____

NAME OF OFFICER OR MEMBER REQUESTING CERTIFICATE _____

NAME OF EVENT OR FUNCTION YOU ARE HAVING _____

IS THE EVENT SPONSORED BY YOUR GROUP? _____ YES _____ NO

WHAT WILL YOUR GROUP FUNCTION ACTUALLY BE FOR THE EVENT? _____

LOCATION OF THE EVENT OR FUNCTION _____

DATE OF THE EVENT OR FUCNTION _____

ESTIMATED ATTENDANCE BY THE PUBLIC _____

ADMISSION CHARGE OR DONATION (SPECIFY) _____

FACILITY THAT IS REQUESTING PROOF OF YOUR LIABILITY COVERAGE FOR THE EVENT

MAILING ADDRESS _____

IS FACILITY REQUESTING TO BE NAMED AS AN ADDITIONAL INSURED _____ YES _____ NO

SIGNATURE _____ DATE _____

PLEASE MAIL TO:

ALBERT H. WOHLERS & CO.
ATTN: PROPERTY & CASUALTY DEPARTMENT
1500 HIGGINS ROAD
PARK RIDGE, ILLINOIS 60068

TELEPHONE (312) 698-2221
TOLL FREE 1-800-323-2106

REQUESTS FOR CERTIFICATES OF INSURANCE
CHAPTER/CLUB LIABILITY INSURANCE PLAN

NAME OF ASSOCIATION _____

NAME OF CHAPTER, CLUB TEAM OR REGION NUMBER _____

MAILING ADDRESS OF OFFICER OR MEMBER REQUESTING CERTIFICATE _____

PHONE NUMBER _____

NAME OF OFFICER OR MEMBER REQUESTING CERTIFICATE _____

NAME OF EVENT OR FUNCTION YOU ARE HAVING _____

IS THE EVENT SPONSORED BY YOUR GROUP? _____ YES _____ NO

WHAT WILL YOUR GROUP FUNCTION ACTUALLY BE FOR THE EVENT? _____

LOCATION OF THE EVENT OR FUNCTION _____

DATE OF THE EVENT OR FUCNTION _____

ESTIMATED ATTENDANCE BY THE PUBLIC _____

ADMISSION CHARGE OR DONATION (SPECIFY) _____

FACILITY THAT IS REQUESTING PROOF OF YOUR LIABILITY COVERAGE FOR THE EVENT

MAILING ADDRESS _____

IS FACILITY REQUESTING TO BE NAMED AS AN ADDITIONAL INSURED _____ YES _____ NO

SIGNATURE _____ DATE _____

PLEASE MAIL TO:

ALBERT H. WOHLERS & CO.
ATTN: PROPERTY & CASUALTY DEPARTMENT
1500 HIGGINS ROAD
PARK RIDGE, ILLINOIS 60068

TELEPHONE (312) 698-2221
TOLL FREE 1-800-323-2106

Exclusions:

The policy is designed to cover the usual and customary activities of your Club. It does, however, exclude unusual events such as fireworks, rock concerts, carnival and amusement rides, or powered auto, boat, motorcycle, or ski races. Claims arising from activities of any participant in any game, contest, race or sporting event, including practice, are also excluded. Coverage for these types of events may be included under the policy, subject to approval by the Underwriter. The policy also includes standard exclusions including claims for war, nuclear, auto, aircraft, watercraft and professional liability.

This material explains the general purposes of the insurance but in no way changes or affects the policy that is actually issued. Complete details can be found in the Insurance Policy.



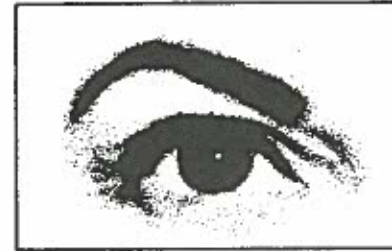
Administered by:
Albert H. Wohlers & Co.
CLUB LIABILITY INSURANCE PLAN
1500 Higgins Road
Park Ridge, Illinois 60068
Telephone: 312/698-2221

PERSON vs. PERSON



CLUB LIABILITY INSURANCE

You Can Be Sued!



*Even when you haven't
done anything wrong.*



*Even when you aren't
liable.*



*Even when you think
the charges are absurd.*

Every time your Club holds a meeting or sponsors a fundraiser, it leaves itself open to a potential lawsuit. As the sponsoring organization, it could be accused of negligence that results in bodily injury or property damage, or may in some other way be held liable for damages.

Also, most meeting facilities now require the organization using their premises to purchase liability insurance. If your Club does not rent or own office space on a permanent basis, and rents space only when needed, you may find that the required "special events" policy is either unobtainable or very expensive. It's a problem you would have to face every time you scheduled a meeting.

The Club Liability Insurance Plan was developed specifically for ARRL affiliated Clubs such as yours.

This insurance can provide liability coverage for your Club's events and meetings throughout the year. The considerable time and money previously used to purchase separate policies for each event could be put to use elsewhere in the organization ... providing even better service to your members.

CLUB LIABILITY INSURANCE PROVIDES COMPREHENSIVE PROTECTION

Who is covered?

The Club is insured when named in a covered lawsuit for acts committed by members working for the Club and under its direction.

Officers and members are insured when named in a covered lawsuit as a result of Club activities when they are acting on behalf of the Club.

High limit coverage . . . no deductible

The policy provides \$500,000 or \$1,000,000 (your choice) of coverage each year... with no deductibles. If your Club had to find its own individual policy, it might have to accept a much lower limit of liability because of the prohibitive cost, or it might have to decide on a large deductible to bring the cost down.

Year-round protection

This comprehensive policy automatically provides coverage for lawsuits resulting from bodily injury and property damage at Club-sponsored activities. This includes concession stands, dances, banquets, hamfests, flea markets, swap meets, auctions, raffles, picnics and meetings to name a few. Coverage would also apply for official Club participation, for example, in a community event.

In addition to the policy limits, the plan also provides complete legal defense and pays the expenses of this defense for covered claims.

The plan reimburses expenses for first aid to others at the time of an accident.

The plan pays up to \$25.00 per day for expenses incurred which are related to the investigation or defense of any claim. It also pays premiums on appeal bonds and bonds to release attachments.

The Club Liability Insurance Plan provides 100% coverage up to \$1,000,000. There are no deductibles. The owners of premises used or rented by the Club are automatically named as additional insureds.

What kind of suits are covered?

Suits for bodily injury which occur on the premises or as a result of Club activities.

Suits for covered property damage resulting from the use of meeting halls, rental space or private homes for Club activities.

Suits for personal injury, including libel, slander, defamation of character, false arrest, invasion of privacy, detention and malicious prosecution (except for an offense related to membership, such as expulsion from or denial thereof).

Suits for liability from the sale of food and beverages or other products.

Suits for host liquor liability when alcohol is served or sold and you can be held responsible for guests' actions resulting from intoxication.

Suits for contractual liability for responsibilities you may assume under terms of a lease or rental of a room or equipment.

Suits for real or alleged faults in work completed by or for your Club, which result in bodily injury or property damage.

Suits involving the use of automobiles and watercraft not owned by the Club but used for official Club activities.

Suits arising from injury caused by the rendering or failure to render medical attention, and/or the furnishing of drugs and medical supplies.

Suits resulting from fire damage to the premises of any sponsored Club activity.

Defense against such suits even though the charges made are groundless, false or fraudulent.

Reporting claims

Any situation which may result in a claim should be reported immediately in writing to Albert H. Wohlers & Co., Administrator, Club Liability Plan, 1500 Higgins Road, Park Ridge, Illinois 60068. Telephone 312/698-2221.

